

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

SPENCER MORGAN, FRANCIS NOVAK,
and ROWENA KOENIG, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

MISSOURI HIGHER EDUCATION
LOAN AUTHORITY OF THE STATE
OF MISSOURI d/b/a MOHELA, MIGUEL
CARDONA, in his official capacity as
Secretary of the United States Department
of Education, and the UNITED STATES
DEPARTMENT OF EDUCATION,

Defendants.

Case No. 4:24-CV-00147-CDP

**DEFENDANT HIGHER EDUCATION LOAN AUTHORITY
OF THE STATE OF MISSOURI'S MOTION TO DISMISS PLAINTIFFS' COMPLAINT**

COMES NOW Defendant Higher Education Loan Authority of the State of Missouri (“**MOHELA**”), pursuant to [FED. R. CIV. P. 12\(b\)\(1\)](#) and 12(b)(6), and moves to dismiss Plaintiffs Spencer Morgan, Francis Novak, and Rowena Koenig’s (“**Plaintiffs**”) claims against MOHELA in the Class Action Complaint ([Dkt. 1](#)) (the “**Complaint**”). In support of its Motion, MOHELA states:

1. On January 26, 2024, Plaintiffs filed their Complaint.
2. While the Complaint suffers from a host of substantive legal deficiencies, MOHELA’s motion addresses threshold issues. Specifically, dismissal is appropriate because (i) the Eleventh Amendment bars this case because MOHELA is a part of, an arm of, and an instrumentality of the State of Missouri; (ii) MOHELA’s sovereign immunity under Missouri law bars Plaintiffs’ claims; (iii) the Higher Education Act of 1965, as amended, [20 U.S.C. § 1001](#) *et*

seq., preempts Plaintiffs' state law claims; and, (iv) Plaintiffs' alternative claims fail as a matter of law and/or fail to state a claim upon which relief can be granted.

3. For the foregoing reasons, and as more fully set forth in MOHELA's Memorandum in Support of its Motion to Dismiss filed contemporaneously herewith, the Complaint should be dismissed with prejudice as to MOHELA.

WHEREFORE, Defendant Higher Education Loan Authority of the State of Missouri respectfully requests that this Court enter an order dismissing with prejudice Plaintiffs' Complaint as it pertains to MOHELA, and grant it such additional relief as this Court deems just and proper.

Respectfully submitted,


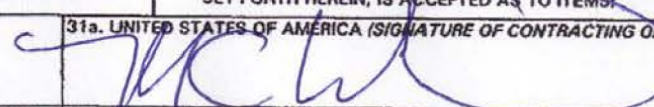
THOMPSON COBURN LLP

By: /s/ Matthew D. Guletz

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Attorneys for Defendant MOHELA

EXHIBIT 1

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 2	
2. CONTRACT NO. ED-FSA-11-D-0012		3. AWARD/EFFECTIVE DATE SEP 27, 2011		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Nicholas Chung nicholas.chung@ed.gov		b. TELEPHONE NUMBER (No collect calls) 202-377-3635		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY United States Department of Education Federal Student Aid/Mission Support Group 830 First St NE - Suite 91F3 Washington DC 20202		CODE FSA-FS2		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER OPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CODE		16. ADMINISTERED BY United States Department of Education Federal Student Aid/Mission Support Group 830 First St NE - Suite 91F3 Washington DC 20202		CODE FSA-FS2		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
17a. CONTRACTOR/ OFFEROR. CODE 00032048 MISSOURI HIGHER EDUCATION LOAN AUTHORITY 633 SPIRIT DR CHESTERFIELD MO 630051243		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
CAGE: 41YN3 TIN: 431261525 TELEPHONE NO.		DUNS: 189396138		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Please	see continuation page for line item details.						
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/>				ARE <input type="checkbox"/> ARE NOT ATTACHED			
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/>				ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Raymond H. Bayer, Jr. Executive Director and CEO		30c. DATE SIGNED 9/27/2011		31b. NAME OF CONTRACTING OFFICER (Type or print) Mike Whisler mike.whisler@ed.gov		31c. DATE SIGNED SEP 27, 2011	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--------------------------------------------------------	-----------	---------------------------------------------------------------------

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
---------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (Location)
41c. DATE	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

A. ADDENDUM 1 – SF 1449 CONTINUATION PAGE

A.1 Schedule of Supplies/Services

For the first 100,000 allocated borrower accounts ONLY, the following pricing shall apply:

CLIN	Category	Unit Price	Min. Order	Max. Order
0001	Borrowers in In-school Status	\$ 1.150	1	10 million
0002	Borrowers in Grace or Current Repayment Status	\$ 2.320	1	10 million
0003	Borrowers in Deferment or Forbearance	\$ 2.280	1	10 million
0004	Borrowers 31-90 Days Delinquent	\$ 1.780	1	10 million
0005	Borrowers 91-150 Days Delinquent	\$ 1.650	1	10 million
0006	Borrowers 151-270 Days Delinquent	\$ 1.510	1	10 million
0007	Borrowers 270+ Days Delinquent	\$ 0.550	1	10 million
0008	On-System Conversion Fees (Per Borrower Account)*	\$ 10.000	1	10 million
0009	Incurred Start-Up Costs (Per Entity)**	Up to \$300,000	1	10 million

*Applies to the first 100,000 borrower accounts each Entity loads onto its system for servicing. Billable only after actual conversion of accounts has occurred. No costs for off-system conversions/transfers shall apply.

**Reimbursable ceiling amount for actual, reasonable, allowable, and allocable costs incurred in meeting the Government's stated requirements, in accordance with FAR 31.201. All costs under this category shall be subject to audit, and are only reimbursable after contract award.

For all borrower accounts above the first 100,000 allocated accounts, the following pricing shall apply:

CLIN	Status	Volume Low	Volume High	Unit Price	Min. Order	Max. Order
0010	Borrowers in In-school Status			\$ 1.050	1	10 million
0011	Borrowers in Grace or Current Repayment Status	1	3,000,000	\$ 2.110	1	10 million
0012		3,000,001	UP	\$ 1.900	1	10 million
0013	Borrowers in Deferment or Forbearance	1	1,600,000	\$ 2.070	1	10 million
0014		1,600,001	UP	\$ 1.730	1	10 million
0015	Borrowers 31-90 Days Delinquent			\$ 1.620	1	10 million
0016	Borrowers 91-150 Days Delinquent			\$ 1.500	1	10 million
0017	Borrowers 151-270			\$ 1.370	1	10 million

	Days Delinquent					
0018	Borrowers 270+ Days Delinquent			\$ 0.500	1	10 million

Entities shall be responsible for the accurate tracking and proper invoicing of its borrower accounts, in accordance with the pricing structure above.

In accordance with Section B.12.N.14, once two (2) million borrower accounts have been collectively allocated under this contract, pricing for ALL borrower accounts (including the initial 100,000 allocation) shall revert to the pricing found in CLINs 0010 through 0018 above, as applicable. Pricing provided in CLINs 0001 through 0009 shall no longer apply.

**B. ADDENDUM 2 – 52.212-4, CONTRACT TERMS AND CONDITIONS—
COMMERCIAL ITEMS (MAR 2009)**

**B.1 52.212-4 Contract Terms And Conditions—Commercial Items (Mar 2009)—
TAILORED**

- (c)(1) *Changes.* The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
- (i) Description of services to be performed.
 - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (iii) Place of performance of the services.
- (2) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (3) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (4) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (5) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

B.2 52.232-18 Availability of Funds (Apr 1984) – TAILORED

The Government's obligation for performance of this contract is contingent upon the availability of "Mandatory Funds" under Section 2212(b) of the Health Care and Education Reconciliation Act of 2010 (Pub.L. 111-152, 124 Stat. 1029), from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the current expiration of the "Mandatory Funds", and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

B.3 52.252-2 Clauses Incorporated By Reference (APR 2010)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of a clause may also be accessed electronically at:

<https://www.acquisition.gov/Far/>

- 52.203-13 Contractor Code of Business Ethics and Conduct (Dec 2008)
- 52.203-14 Display of Hotline Poster(s) (Dec 2007)
- 52.204-10 Reporting Executive Compensation and First Tier Subcontracts Award (Jul 2010)
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)

- 52.216-18 Ordering (OCT 1995)
 - (a) the effective date of award; the end of the current period of performance
- 52.216-19 Ordering Limitations (OCT 1995)
 - (a) One Borrower
 - (b)(1) Ten Million Borrowers
 - (b)(2) Ten Million Borrowers
 - (b)(3) Two Days
 - (d) One Day
- 52.216-22 Indefinite Quantity (OCT 1995)
 - (d) the end of the current period of performance
- 52.217-8 Option To Extend Services (NOV 1999)
 - 120 days
- 52.217-9 Option to Extend the Term of the Contract (MAR 2000)
 - (a) 120 days; 15
 - (c) September 30, 2019
- 52.222-54 Employment Eligibility Verification (Jan 2009)
- 52.224-1 Privacy Act Notification (APR 1984)
- 52.224-2 Privacy Act (APR 1984)
- 52.227-14 Rights in Data—General (DEC 2007)
- 52.237-3 Continuity of Services (JAN 1991)

B.4 EDAR 3452.202-1 Definitions (MAR 2011)

- (a) The definitions at FAR 2.101 are appended with those contained in Education Department Acquisition Regulations (EDAR) 3402.101.
- (b) The EDAR is available via the Internet at <http://www.ed.gov/policy/fund/reg/clibrary/edar.html>.

B.5 EDAR 3452.209-71 Conflict of Interest (MAR 2011)

- (a) (1) The contractor, subcontractor, employee, or consultant, has certified that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest (see FAR Subpart 9.5 for organizational conflicts of interest) (or apparent conflict of interest) for the organization or any of its staff, and that the contractor, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee, or consultant). Conflicts may arise in the following situations:
 - (i) Unequal access to information—A potential contractor, subcontractor, employee, or consultant has access to nonpublic information through its performance on a government contract.
 - (ii) Biased ground rules—A potential contractor, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract.

(iii) Impaired objectivity—A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or

recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.

“Impaired objectivity” includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person’s objectivity:

(A) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;

(B) Significant connections to teaching methodologies that might require or encourage the use of specific products, property, or services; or

(C) Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property, or services.

(2) Offerors must provide the disclosure described above on any actual or potential conflict (or apparent conflict of interest) of interest regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

(3) In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict (or apparent conflict of interest), including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest.

(b) The contractor, subcontractor, employee, or consultant agrees that if “impaired objectivity”, or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take, after consultation with the contracting officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(c) Remedies. The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict (or apparent conflict of interest) after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of 18 U.S.C. 1001 and fines of up to \$5,000 for violation of 31 U.S.C. 3802. Further remedies include suspension or debarment from contracting with the Federal government. The contractor may also

be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(d) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee, or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the contracting officer.

(e) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions that conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (e).

B.6 EDAR 3452.208-71 Printing (MAR 2011)

Unless otherwise specified in this contract, the contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract; except that performance involving the duplication of fewer than 5,000 units of any one page, or fewer than 25,000 units in the aggregate of multiple pages, shall not be deemed to be printing. A unit is defined as one side of one sheet, one color only (with black counting as a color), with a maximum image size of 10¾ by 14¼ inches on a maximum paper size of 11 by 17 inches. Examples of counting the number of units: black plus one additional color on one side of one page counts as two units. Three colors (including black) on two sides of one page count as six units.

B.7 EDAR 3452.224-70 Release of Information Under the Freedom of Information Act (MAR 2011)

By entering into a contract with the Department of Education, the contractor, without regard to proprietary markings, approves the release of the entire contract and all related modifications and task orders including, but not limited to: (1) Unit prices, including labor rates; (2) Statements of Work/Performance Work Statements generated by the contractor; (3) Performance requirements, including incentives, performance standards, quality levels, and service level agreements; (4) Reports, deliverables, and work products delivered in performance of the contract (including quality of service, performance against requirements/standards/service level agreements); (5) Any and all information, data, software, and related documentation first provided under the contract; (6) Proposals or portions of proposals incorporated by reference; and (7) Other terms and conditions.

B.8 FSA 27-1 Labeling Of Documents (June 2007)—TAILORED

The Contractor shall not label any data, as defined in the clause at 52.227-14, produced in performance of this contract in a way that would restrict the Government's right to use or release the information. If applicable, the Contractor shall include a legend that identifies sensitive data that should not be released for security reasons. Under FAR 52.227-14, Rights in Data-General (or 52.227-15, -16, -17) clause, this data may be used for any public purpose. Deliverables shall not contain vendor-specific logos, mottos, watermarks, or holograms.

The Contractor shall not use, particularly for proposals, U.S. Government logos, such as the U.S. Department of Education or Federal Student Aid.

B.9 EDAR 3452.227–73 Limitations on The Use Or Disclosure of Government-Furnished Information Marked With Restrictive Legends (MAR 2011)

(a) For contracts under which data are to be produced, furnished, or acquired, the terms limited rights and restricted rights are defined in the rights in data—general clause (FAR 52.227–14).

(b) Proprietary data, technical data, or computer software provided to the contractor as Government-furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) Proprietary data with legends that serve to restrict disclosure or use of data. The contractor shall use, modify, reproduce, perform, or display proprietary data received from the Government with proprietary or restrictive legends only in the performance of this contract. The contractor shall not, without the express written permission of the party who owns the data, release, or disclose such data or software to any person.

(2) GFI marked with limited or restricted rights legends. The contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(3) GFI marked with specially negotiated license rights legends. The contractor shall use, modify, reproduce, release, perform, or display proprietary data, technical data, or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the use and non-disclosure agreement. The contractor shall modify paragraph (c)(1)(iii) of the use and nondisclosure agreement (3452.227–72) to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(c) Indemnification and creation of third party beneficiary rights.

(1) The contractor agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of proprietary data, technical data, or computer software received from the Government with restrictive legends by the contractor or any person to whom the contractor has released or disclosed such data or software.

(2) The contractor agrees that the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the contractor, or any person to whom the contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of proprietary data, technical data, or computer software subject to restrictive legends.

B.10 EDAR 3452.227–72 Use and Non-Disclosure Agreement (MAR 2011)

(a) Except as provided in paragraph (b) of this clause, proprietary data, technical data, or computer software delivered to the

Government with restrictions on use, modification, reproduction, release, performance, display, or disclosure may not be provided to third parties unless the intended recipient completes and signs the use and non-disclosure agreement in paragraph

(c) of this clause prior to release or disclosure of the data.

(1) The specific conditions under which an intended recipient will be authorized to use, modify, reproduce, release, perform, display, or disclose proprietary data or technical data subject to limited rights, or computer software subject to restricted rights must be stipulated in an attachment to the use and non-disclosure agreement.

(2) For an intended release, disclosure, or authorized use of proprietary data, technical data, or computer software subject to special license rights, modify paragraph (c)(1)(iv) of this clause to enter the conditions, consistent with the license requirements, governing the recipient's obligations regarding use, modification, reproduction, release, performance, display, or disclosure of the data or software.

(b) The requirement for use and nondisclosure agreements does not apply to Government contractors that require access to a third party's data or software for the performance of a Government contract that contains the 3452.227-73 clause, Limitations on the use or disclosure of Government furnished information marked with restrictive legends.

(c) The prescribed use and non-disclosure agreement is:

Use and Non-Disclosure Agreement

The undersigned, Raymond H. Bayer, Jr., an authorized representative of the Missouri Higher Education Loan Authority, (which is hereinafter referred to as the "recipient") requests the Government to provide the recipient with proprietary data, technical data, or computer software (hereinafter referred to as "data") in which the Government's use, modification, reproduction, release, performance, display, or disclosure rights are restricted. Those data are identified in an attachment to this agreement. In consideration for receiving such data, the recipient agrees to use the data strictly in accordance with this agreement.

(1) The recipient shall—

(i) Use, modify, reproduce, release, perform, display, or disclose data marked with Small Business Innovative Research (SBIR) data rights legends only for government purposes and shall not do so for any commercial purpose. The recipient shall not release, perform, display, or disclose these data, without the express written permission of the contractor whose name appears in the restrictive legend (the contractor), to any person other than its subcontractors or suppliers, or prospective subcontractors or suppliers, who require these data to submit offers for, or perform, contracts with the recipient. The recipient shall require its subcontractors or suppliers, or prospective subcontractors or suppliers, to sign a use and non-disclosure agreement prior to disclosing or releasing these data to such persons. Such an agreement must be consistent with the terms of this agreement.

(ii) Use, modify, reproduce, release, perform, display, or disclose proprietary data or technical data marked with limited rights legends only as specified in the attachment to this agreement. Release, performance, display, or disclosure to other persons is not

authorized unless specified in the attachment to this agreement or expressly permitted in writing by the contractor.

(iii) Use computer software marked with restricted rights legends only in performance of contract number ED-FSA-11-D-0012. The recipient shall not, for example, enhance, decompile, disassemble, or reverse engineer the software; time share; or use a computer program with more than one computer at a time. The recipient may not release, perform, display, or disclose such software to others unless expressly permitted in writing by the licensor whose name appears in the restrictive legend.

(iv) Use, modify, reproduce, release, perform, display, or disclose data marked with special license rights legends [To be completed by the contracting officer. See paragraph (a)(2) of this clause. Omit if none of the data requested is marked with special license rights legends].

(2) The recipient agrees to adopt or establish operating procedures and physical security measures designed to protect these data from inadvertent release or disclosure to unauthorized third parties.

(3) The recipient agrees to accept these data “as is” without any Government representation as to suitability for intended use or warranty whatsoever. This disclaimer does not affect any obligation the Government may have regarding data specified in a contract for the performance of that contract.

(4) The recipient may enter into any agreement directly with the contractor with respect to the use, modification, reproduction, release, performance, display, or disclosure of these data.

(5) The recipient agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of data received from the Government with restrictive legends by the recipient or any person to whom the recipient has released or disclosed the data.

(6) The recipient is executing this agreement for the benefit of the contractor. The contractor is a third party beneficiary of this agreement who, in addition to any other rights it may have, is intended to have the rights of direct action against the recipient or any other person to whom the recipient has released or disclosed the data, to seek damages from any breach of this agreement, or to otherwise enforce this agreement.

(7) The recipient agrees to destroy these data, and all copies of the data in its possession, no later than 30 days after the date shown in paragraph (8) of this agreement, to have all persons to whom it released the data do so by that date, and to notify the contractor that the data have been destroyed.

(8) This agreement shall be effective for the period commencing with the recipient's execution of this agreement and ending upon **September 30, 2019**. The obligations imposed by this agreement shall survive the expiration or termination of the agreement.

MISSOURI HIGHER EDUCATION LOAN AUTHORITY
Recipient's Business Name

Raymond H. Bayer, Jr.
Authorized Representative

9/27/2011
Date

Raymond H. Bayer, Jr.
Executive Director and CEO
Representative's Typed Name and Title

B.11 FSA 32-1 Invoice Procedures (November 2009)

The Contractor must submit a physical invoice via mail, fax, or e-mail for this contract in order to be paid for products and/or services rendered.

Federal Student Aid's "designated billing office" is:

US Department of Education
Union Center Plaza
Federal Student Aid Administration
830 First Street, NE - Suite 54B1
Washington, D.C. 20202-0001
E-mail: InvoiceAdmin@ed.gov
Fax: 202-275-3477

The Contractor shall also simultaneously submit copies of the invoice to the Contracting Officer and one to the Contracting Officer's Representative (COR). The CO and COR should receive copies via the same means as the invoice sent to the Budget Group.

When submitting an invoice via mail, the Contractor shall submit the original invoice AND two copies of the invoice.

At a minimum the following items must be addressed in order for the invoice to be considered "proper" for payment:

- (1) Name and Address of the Contractor.
- (2) Invoice Number and Invoice Date (Date invoices as close as possible to the date of mailing or transmission). The date and actual submission must occur after receipt, inspection and acceptance of the supplies or services.
- (3) The Contract number, contract line item, and if applicable, the order number must be included on the invoice and be correct.

- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered must agree with the contract or order.
- (5) Terms of any prompt payment discount offered.
- (6) Name, title, and phone number of persons to be notified in event of defective invoice.
- (7) The period of time covered by the invoice must include the first and last day of the period.
- (8) Totals must be supported by subtotals and subtotals should be supported by detail, (e.g. documentation for categories of labor, hours performed, unit prices) and deliverables provided.
- (9) If required by this contract or order, receipts must be provided to support documentation of "other direct costs" (ODCs) or materials.
- (10) SPECIAL INSTRUCTIONS FOR FINANCE PAYMENTS:

Invoices for finance payments shall specifically and prominently identify the payment request as follows:

REQUEST FOR FINANCING PAYMENT

Finance payments are not subject to the Prompt Payment Act. Failure to identify the invoice as a request for financing may result in delay of payment. Invoices that are identified as Requests for Finance Payments shall only include the finance payments listed in the contract. Requests for finance payments shall not be combined with other types of invoice payments.

B.12 ADDITIONAL TERMS AND CONDITIONS

- A. **Contract Type**—This contract is for the NATIONAL OPTION. All terms and conditions herein shall apply whether this is a "National Option" or "State Option" award, unless otherwise noted.

National Option— Indefinite Delivery/Indefinite Quantity (IDIQ). During the course of the basic ordering period, the IDIQ minimum is \$2,532,000, provided that the Contractor is in compliance with the requirements for servicing federally held debt, and the maximum volume for the basic ordering period agreement will be 10 million borrowers. The Optional Ordering Period will have a minimum of \$1,000 and a maximum of an additional 10 million borrowers.

- B. **Ordering Period**—The ordering period for this contract will be one (1), five (5) year Base Ordering Period, with one (1) Optional Ordering Period through September 30, 2019.
- C. **Requirements Deadlines**—The Contractor shall comply with the requirements (as provided in Attachment A-2) for servicing federally held debt no later than July 1, 2014. If applicable, the Contractor shall also comply with the Supplemental Requirements (as provided in Attachment A-6), in accordance with Section B.12.N.14.
- D. **Quarterly Compliance Monitoring**—[Reserved]
- E. **Annual Compliance Audit**—[Reserved]
- F. **Allocation Methodology**—See Attachments A-4 and A-5.
- G. **Allocation Metrics**—See Attachments A-4 and A-5.
- H. **Performance Incentives/Metrics**—See Attachments A-4 and A-5.

- I. **Price Definitions**—See Attachment A-3.
- J. **Work Performed Outside the Continental United States**—The Contractor has represented to the Department that it will perform all work required under this Contract within the United States. If, at any time, the Contractor wishes to perform any Contract work outside the United States, the Contractor shall inform the Contracting Officer, in advance and in writing, of its intention and request the Department's approval. The Contractor shall not perform any Contract work outside the United States unless and until it has received the Contracting Officer's explicit, written approval to perform such work. In order to give proper consideration to the Contractor's request, the Department may ask for, and the Contractor shall provide, information relevant to the proposed performance outside the United States, including but not limited to a detailed description of the physical, personnel and management resources to be used and any potential difficulties or constraints in performing in the foreign jurisdiction. The Department may refuse to approve Contract performance outside the United States to the extent that, solely in the Department's judgment, the Contractor has not shown that performance outside the United States would satisfy the Contract requirements and would not impair or degrade performance. Further, the Department may refuse to approve any performance outside the United States for any other reason, or for no reason, except as otherwise required by the laws and treaties of the United States. The Department also may approve performance outside the United States subject to certain conditions, to which conditions the Contractor shall strictly adhere. Neither performance within the United States, nor the Department's refusal to allow performance outside the United States shall ever constitute a change to this Contract or give rise to any entitlement to additional compensation or excuse any failure of performance by the Contractor. Nothing in this clause shall be interpreted to impose any obligation on the Department to allow or to refuse a request for performance of this Contract outside the United States.
- K. **Branding/Marketing Material**—Contractors may not solicit or promote other services/products they, or their affiliates, offer while servicing Department of Education borrowers, or Federally held debt. This includes all communication channels and touch points, such as but not limited to: inbound and outbound calls/email, web pages, any mailings specific to the status of their account, direct personal and automated interaction, etc.

Scenarios: (1) if the servicer services Federally and non-Federally held debt and offers combined billing, no marketing envelopes or inserts for other services/products may be issued; (2) if the servicer services Federally and non-Federally held debt and does NOT use combined billing, normal marketing may be provided for non-Federally held debt for other services/products; and (3) if the servicer services Federally and non-Federally held debt and is in personal contact, no marketing for other services/products may be discussed. If a borrower with in-school status seeks information regarding other products or services from the servicer, the borrower shall be directed to their school's Student Financial Assistance Office.

Any exception or ambiguity regarding the above shall be reviewed and approved by the Contracting Officer in advance.

- L. **Invoicing and Non-Compliance** – Borrowers whose loans are not being serviced in compliance with the Requirements, Policy and Procedures for servicing federally held debt due to the fault of the servicer (e.g. correct interest calculations, correct balances, interest

determination and calculations, notices sent properly, proper due diligence, etc.), will not be billable to the Government from the initial point of non-compliance. Any funds that have been invoiced for these borrowers and paid shall be returned to the Government via a credit on the next invoice.

M. **Contracting Officer's Representative** – See Section B.15.

N. **Additional Terms:**

1. The Not-for-Profit (NFP) Servicing contracts are for any “eligible” and “qualified” entities (herein referred to as “Entity” or “Entities”, unless otherwise noted) in accordance with the Health Care and Education Reconciliation Act of 2010 (Pub.L. 111-152, 124 Stat. 1029) (herein referred to as “HCERA” and/or “SAFRA”) to manage all types of Title IV student aid obligations, including, but not limited to, servicing of outstanding debt. The initial task orders may cover servicing of loans under the William D. Ford Federal Direct Loan Program (DL), the Federal Family Education Loan (FFEL) Program, the Federally Insured Student Loan (FISL) Program, and/or Teacher Education Assistance for College and Higher Education (TEACH) Grants that have converted to Federal Direct Unsubsidized Stafford Loans (Entities will not be required to service/track TEACH Grants that are in grant status). National Option contracts are not Requirements contracts.
2. Each Contractor will provide, at a minimum, the services provided within their proposal, including all necessary and appropriate Default Aversion services, in accordance with the pricing identified in Term #3 below.
3. The Government will set and manage the common pricing, including tier structure, below:

For the first 100,000 allocated borrower accounts ONLY, the following pricing shall apply:

Category	Unit Price
Borrowers in In-school Status	\$ 1.150
Borrowers in Grace or Current Repayment Status	\$ 2.320
Borrowers in Deferment or Forbearance	\$ 2.280
Borrowers 31-90 Days Delinquent	\$ 1.780
Borrowers 91-150 Days Delinquent	\$ 1.650
Borrowers 151-270 Days Delinquent	\$ 1.510
Borrowers 270+ Days Delinquent	\$ 0.550
On-System Conversion Fees (Per Borrower Account)*	\$ 10.000
Incurred Start-Up Costs (Per Entity)**	Up to \$300,000

**Applies to the first 100,000 borrower accounts each Entity loads onto its system for servicing. Billable only after actual conversion of accounts has occurred. No costs for off-system conversions/transfers shall apply.*

***Reimbursable ceiling amount for actual, reasonable, allowable, and allocable costs incurred in meeting the Government's stated requirements, in accordance with FAR 31.201. All costs under this category shall be subject to audit, and are only reimbursable after contract award.*

For all borrower accounts above the first 100,000 allocated accounts, the following pricing shall apply:

Status	Volume Low	Volume High	Unit Price
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Borrowers in In-school Status			\$ 1.050
Borrowers in Grace or Current Repayment Status	1	3,000,000	\$ 2.110
	3,000,001	UP	\$ 1.900
Borrowers in Deferment or Forbearance	1	1,600,000	\$ 2.070
	1,600,001	UP	\$ 1.730
Borrowers 31-90 Days Delinquent			\$ 1.620
Borrowers 91-150 Days Delinquent			\$ 1.500
Borrowers 151-270 Days Delinquent			\$ 1.370
Borrowers 270+ Days Delinquent			\$ 0.500

Entities shall be responsible for the accurate tracking and proper invoicing of its borrower accounts, in accordance with the pricing structure above.

Out year pricing will follow the methodology described utilizing the subsequent terms. There will be no set declination in pricing at the time of award.

4. The Government has included an escalation methodology based upon the Bureau of Labor Statistics' (BLS) Employment Cost Index (ECI) for Total Compensation, Private Industry, Service Occupations (Not Seasonally Adjusted), to account for significant inflation and/or deflation. When the ECI exceeds 3.0% (plus or minus) in any given year the Government will adjust the established common pricing by any amount in excess of this rate. The calculated rate of escalation will equal the average of the 12-month percent change for the previous four quarters, ending June 30th. This ECI escalation will be applied beginning in September of the same calendar year. Further, this escalation will compound for all remaining years of the Base and Optional Ordering Periods.

For example, ECI rate released in June 2011 is 3.6%. The Government will increase unit pricing by .6% for the contract beginning September 1, 2011 and all remaining years of the Base Ordering Period, as well as the Optional Ordering Period.

A decreasing rate of inflation would follow the same pattern as above. For example, if the ECI decreases by more than 3.0%, then the unit prices for the remaining out-years will also decrease by the percentage in excess of 3.0%. For example, ECI rate released in June 2011 is -4.2%. The Government will decrease unit pricing by 1.2% for the contract period beginning September 1, 2011 and all remaining years of the Base Ordering Period, as well as the Optional Ordering Period.

5. Common pricing includes all supplies, services and other costs to deliver Title IV servicing under this contract, including:
 - Costs for bringing Contractor systems into compliance for handling federally held debt.
 - Costs for legislative, regulatory or policy changes that affect the Federal Family Education Loan (FFEL) Program community but simultaneously satisfy Direct Loan servicing requirements.

- For all other costs, the Department and the Contractor(s) may come to an agreement via change order process or negotiation, as necessary.
6. **National Option**—The Government makes no guarantee to any Contractor that their organization will retain their current loan servicing volume. The Government will provide an initial allocation of 100,000 borrower accounts under this IDIQ contract, in accordance with the Health Care and Education Reconciliation Act of 2010 (Pub.L. 111-152, 124 Stat. 1029) (herein referred to as “HCERA” and/or “SAFRA”). However, the ability of the Contractor to retain and/or increase its allocation volume shall depend on the Contractor’s compliance with contractual/regulatory requirements, and performance. In the event of an inability to comply with contractual/regulatory requirements and/or a lack of satisfactory performance, the Government reserves the right to reduce the Contractor’s allocation at no additional cost to the Government.
 7. The Government reserves the right to periodically review and equitably adjust the rate structure to maintain effectiveness of the services provided (e.g., different volume breaks, different tiers, cost allocations, etc)
 8. The Government reserves the right to equitably introduce, eliminate, or modify loan deliverables/status items that are in the best interest of the Government or Borrower. (e.g., In-School Deferments moved into the In-School deliverable; new deferment or forbearance categories; etc).
 9. The Government reserves the right to unilaterally shift borrowers in the best interest of the Government or Borrowers, at no additional cost to the Government. It is anticipated that this will be done only with reasonable and prudent cause. This term is not subject to the Disputes and Appeals process provided in FAR Subpart 33.2.
 10. The Government retains the unilateral right to resolve split-borrowers as deemed appropriate by the Government, at no additional cost to the Government. This term is not subject to the Disputes and Appeals process provided in FAR Subpart 33.2.
 11. The Government reserves the right to periodically review and unilaterally adjust the performance and/or allocations metrics and/or methodology to maintain effectiveness of the services provided.
 12. An “eligible” and “qualified” Entity shall only receive the initial 100,000 account allocation once, regardless of future changes, and/or potentially multiple teaming arrangements.
 13. **Initial Allocation**—Initial Allocation will be scheduled so that Initial Allocations can be made in an efficient and prudent manner.

Ongoing allocations (i.e. any allocation subsequent to an Entity’s Initial Allocation) shall be managed in accordance with the allocation methodology provided in this agreement.

14. Performance Measurement/Allocation Methodology – See Attachment A-4, “*Ongoing Allocation Methodology – v3*” and Attachment A-5, “*SAMPLE ONLY—Ongoing Allocation Metric Calculation (National Option Only) – v3*”.

- a. **National Option Only**—Once an Entity (and its team) has been collectively allocated two (2) million borrowers – that Entity shall also meet the Supplemental Requirements provided in Attachment A-6 at no additional cost to the Government and comply with the TIVAS terms and conditions provided as Attachment A-8, within six (6) months of receiving its two millionth borrower account and shall compete with the other TIVAS for allocation, making it no longer eligible to compete with the other non-TIVAS Entities for allocation. In the event that the Entity does not meet the Supplemental Requirements (provided in Attachment A-6) and the TIVAS terms and conditions (provided in Attachment A-8) within six (6) months of receiving the two millionth borrower account, the Government will reduce that Entity’s allocation volume by 200,000 borrower accounts each month, until the Entity has come into compliance with the Supplemental Requirements in Attachment A-6 and the TIVAS terms and conditions in Attachment A-8. These accounts may not be reinstated even after the Entity has come into compliance with the Supplemental Requirements in Attachment A-6 and the TIVAS terms and conditions in Attachment A-8.

15. Key Subcontractors—The Subcontractors listed below (or as specified in the Schedule of this contract) are considered essential for the purposes of determining the Contractor’s borrower account allocation and the capability to perform under this contract. Any subcontractor that has a material impact on the ability of the Contractor to perform under this agreement, as well as those for which credit is given for 100,000 borrower account allocation shall be considered Key, and shall be listed below (or as specified in the Schedule of this contract). No credit for 100,000 borrower account allocations shall be given to a subcontractor that is not listed as a Key Subcontractor below. Prior to removing, replacing, or diverting any of the Key Subcontractors, the Contractor shall notify the Contracting Officer (within a reasonable time or no less than 30 days in advance of taking any action) and shall submit justification (including proposed substitutions if necessary) in sufficient detail to permit evaluation of the impact on this contract. The removal, replacement, or diversion of any of the specified Subcontractors may result in a reduction of the Contractor’s allocation by up to 100,000 borrower accounts for each Subcontractor that is removed. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing the change and such ratification shall constitute the consent of the Contracting Officer required by this clause. The Subcontractors listed below (or as specified in the Schedule of this contract) may, with the consent of the contracting parties, be modified from time to time during the course of the contract to either add or delete Subcontractors, as appropriate.

No.	Key Subcontractor
1.	Pennsylvania Higher Education Assistance

	Agency (PHEAA)
2.	[Reserved]
3.	[Reserved]

16. If the Contractor's eligibility and/or qualification status under the Health Care and Education Reconciliation Act of 2010 (Pub.L. 111-152, 124 Stat. 1029) changes at any time after contract award so that it is no longer "eligible" and/or "qualified", the contract shall be automatically terminated at no additional cost to the Government. This action includes changes to the law that may alter the Contractor's status, funding, and/or other factors that have a material bearing on this contract.

B.13 52.212-5 Contract Terms And Conditions Required To Implement Statutes Or Executive Orders—Commercial Items (AUG 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

___ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

- ___ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (10) [Reserved]
- ___ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-6.
- ___ (iii) Alternate II (Mar 2004) of 52.219-6.
- ___ (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- X (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- X (14)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (Jul 2010) of 52.219-9.
- ___ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ___ (16) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (18) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (19) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ___ (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- ___ (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).
- ___ (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).
- X (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- X (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- X (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- X (30) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

___ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (32) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (33)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

___ (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

___ (37) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (38)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (40) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (45) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (46) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

X (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

(8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

B.14 EDAR 3452.209-70 Conflict of Interest Certification (MAR 2011)

(a) (1) The contractor, subcontractor, employee, or consultant, by signing the form in this clause, certifies that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest) (or apparent conflict of interest), for the organization or any of its staff, and that the contractor, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee, or consultant). Conflicts may arise in the following situations:

(i) *Unequal access to information.* A potential contractor, subcontractor, employee, or consultant has access to nonpublic information through its performance on a government contract.

(ii) *Biased ground rules*. A potential contractor, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract.

(iii) *Impaired objectivity*. A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility. “*Impaired objectivity*” includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person’s objectivity:

(A) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;

(B) Significant connections to teaching methodologies or approaches that might require or encourage the use of specific products, property, or services; or

(C) Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property, or services.

(2) Offerors must provide the disclosure described above on any actual or potential conflict of interest (or apparent conflict of interest) regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

(3) In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict, including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In

this clause, the term “potential conflict” means reasonably foreseeable conflict of interest.

(b) The contractor, subcontractor, employee, or consultant agrees that if “impaired objectivity”, or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(c) *Remedies*. The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of 18 U.S.C. 1001 and fines of up to \$5000 for violation of 31

U.S.C. 3802. Further remedies include suspension or debarment from contracting with the Federal government. The contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(d) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee, or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the contracting officer.

(e) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions that conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (e).

(f) *Conflict of Interest Certification.* The offeror, [insert name of offeror], hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. [insert number] that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such conflict of interest (or apparent conflict of interest).

Offeror's Name MISSOURI HIGHER EDUCATION LOAN AUTHORITY
RFP/Contract No ED-FSA-11-D-0012
Signature Raymond N. Bayer
Title Executive Director and CEO
Date 9/27/2011

B.15 EDAR 3452.201-70 Contracting Officer's Representative (COR) (MAR 2011)

(a) The Contracting Officer's Representative (COR) is responsible for the technical aspects of the project, technical liaison with the contractor, and any other responsibilities that are specified in the contract. These responsibilities include inspecting all deliverables, including reports, and recommending acceptance or rejection to the contracting officer.

(b) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes that affect the contract price, terms, or conditions. Any contractor requests for changes shall be submitted in writing directly to the contracting officer or through the COR. No such changes shall be made without the written authorization of the contracting officer.

(c) The COR's name and contact information:

Lynn Smith
Federal Student Aid
830 First Street, NE

Suite 63H1
Washington, DC 20202
Email: lynn.smith@ed.gov
Phone: 202.377.3124

(d) The COR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COR, will be provided to the contractor by the contracting officer in writing.

B.16 EDAR 3452.227-70 Publication and publicity (MAR 2011)

(a) Unless otherwise specified in this contract, the contractor is encouraged to publish and otherwise promote the results of its work under this contract. A copy of each article or work submitted by the contractor for publication shall be promptly sent to the contracting officer's representative. The contractor shall also inform the representative when the article or work is published and furnish a copy in the published form.

(b) The contractor shall acknowledge the support of the Department of Education in publicizing the work under this contract in any medium. This acknowledgement shall read substantially as follows: "This project has been funded at least in part with Federal funds from the U.S. Department of Education under contract number [Insert number]. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

B.17 EDAR 3452.227-71 Advertising of awards (MAR 2011)

The contractor agrees not to refer to awards issued by, or products or services delivered to, the Department of Education in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed by the Federal government or is considered by the Federal government to be superior to other products or services.

B.18 EDAR 3452.237-71 Observance of administrative closures (MAR 2011)

(a) The contract schedule identifies all Federal holidays that are observed under this contract.

Contractor performance is required

under this contract at all other times, and compensated absences are not extended due to administrative closures of Government facilities and operations due to inclement weather, Presidential decree, or other administrative issuances where Government personnel receive early dismissal instructions.

(b) In cases of contract performance at a Government facility when the facility is closed, the vendor may arrange for performance to continue during the closure at the contractor's site, if appropriate.

B.19 EDAR 3452.239–72 Department security requirements (MAR 2011)

(a) The contractor and its subcontractors shall comply with Department security policy requirements as set forth in the “Bidder’s Security Package: Security Requirements for Contractors Doing Business with the Department of Education” at <http://www.ed.gov/fund/contract/about/bsp.html>.

(b) The following are the contractor employee positions required under this contract and their designated risk levels: High Risk (HR): [Specify HR positions.] Moderate Risk (MR): [Specify MR positions.] Low Risk (LR): [Specify LR positions.]

(c) All contractor employees must undergo personnel security screening if they will be employed for 30 days or more, in accordance with Departmental Directive OM:5–101, “Contractor Employee Personnel Security Screenings.” The type of screening and the timing of the screening will depend upon the nature of the contractor position, the type of data to be accessed, and the type of information technology (IT) system access required. Personnel security screenings will be commensurate with the risk and magnitude of harm the individual could cause.

(d) The contractor shall—(1) Ensure that all non-U.S. citizen contractor employees are lawful permanent residents of the United States or have appropriate work authorization documents as required by the Department of Homeland Security, Bureau of Immigration and Appeals, to work in the United States. (2) Ensure that no employees are assigned to high risk designated positions prior to a completed preliminary screening. (3) Submit all required personnel security forms to the contracting officer’s representative (COR) within 24 hours of an assignment to a Department contract and ensure that the forms are complete. (4) Ensure that no contractor employee is placed in a higher risk position than that for which he or she was previously approved, without the approval of the contracting officer or the COR, the Department personnel security officer, and the Department computer security officer. (5) Ensure that all contractor employees occupying high-risk designated positions submit forms for reinvestigation every five years for the duration of the contract or if there is a break in service to a Department contract of 365 days or more. (6) Report to the COR all instances of individuals seeking to obtain unauthorized access to any departmental IT system, or sensitive but unclassified and/or Privacy Act protected information. (7) Report to the COR any information that raises an issue as to whether a contractor employee’s eligibility for continued employment or access to Department IT systems, or sensitive but unclassified and/or Privacy Act protected information, promotes the efficiency of the service or violates the public trust. (8) Withdraw from consideration under the contract any employee receiving an unfavorable adjudication determination. (9) Officially notify each contractor employee if he or she will no longer work on a Department contract. (10) Abide by the requirements in Departmental Directive OM:5–101, “Contractor Employee Personnel Security Screenings.”

(e) Further information including definitions of terms used in this clause and a list of required investigative forms for each risk designation are contained in Departmental Directive OM:5-101, “Contractor Employee Personnel Security Screenings” available at the Web site listed in the first paragraph of this clause.

(f) Failure to comply with the contractor personnel security requirements may result in a termination of the contract for default.

B.20 EDAR 3452.242-71 Notice to the Government of delays (MAR 2011)

The contractor shall notify the contracting officer of any actual or potential situation, including but not limited to labor disputes, that delays or threatens to delay the timely performance of work under this contract. The contractor shall immediately give written notice thereof, including all relevant information.

B.21 EDAR 3452.242-73 Accessibility of meetings, conferences, and seminars to persons with disabilities (MAR 2011)

The contractor shall assure that any meeting, conference, or seminar held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities pursuant to section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and any implementing regulations of the Department.

C. STATEMENT OF OBJECTIVES (SOO)

C.1 General Description Of Scope/Purpose

C.1.1 Federal Student Aid Background/Overview

Federal Student Aid (FSA), an office of the U.S. Department of Education, plays a central and essential role in America's postsecondary education community.

FSA's core mission is to ensure that all eligible individuals benefit from federal financial assistance—grants, loans and work-study programs—for education beyond high school. The programs that FSA administers comprise the nation's largest source of student aid: each year, FSA provides more than \$100 billion in new aid to nearly 14 million postsecondary students and their families. FSA's staff of 1,100 is based in 10 cities, in addition to its Washington, D.C. headquarters.

C.1.2 Current Need

The Department seeks to contract with “eligible” and “qualified” entities to service Title IV student financial aid, in accordance with Section 2212 of the Health Care and Education Reconciliation Act of 2010 (Pub.L. 111-152, 124 Stat. 1029), which provides that:

“The Secretary shall contract with each eligible not-for-profit servicer to service loans originated under this part, if the servicer—

(I) meets the standards for servicing Federal assets that apply to contracts awarded pursuant to paragraph (1); and

(II) has the capacity to service the applicable loan volume allocation described in subparagraph (B).”

C.1.3 Objective

Acquire efficient and effective commercial contract services from “eligible” and “qualified” entities to manage all types of Title IV student aid obligations, including, but not limited to, servicing of outstanding debt.

C.1.4 Constraints

C.1.4.1 Specific compliance activities for servicing Federally held assets include, but are not limited to the requirements for servicing federally-held debt, as provided herein.

C.1.4.2 In order to manage the costs associated with such a potentially large portfolio, the service must provide innovative measures to ensure portfolio growth is not the key driver of total cost. Contractor incentives must be based on performing assets, rather than transaction or activity based delinquency incentives. Costs may also be managed through redistribution of customers to self-service options, as approved by the Government. Performance measures will help ensure that the complete service operates as efficiently and effectively as possible and that it is achieving the desired

business outcomes. These measurements will be flexible to allow for regular reviews and revisions as necessary.

C.1.4.3 The Contractor(s) will be responsible for maintaining a full understanding of all federal and state laws and regulations and FSA requirements and ensuring that all aspects of the service continue to remain in compliance as changes occur.

For example, Federal Student Aid anticipates that the McNamara-O'Hara Service Contract Act of 1965 (as provided in Section B.13(c)(1)) will apply to the services performed under this procurement. At a minimum, the Contractor(s) shall:

- (a) Identify the locations in which it anticipates performance to occur;
- (b) Identify the appropriate wage determination for each location identified (Prevailing wage determinations can be found using the WDOL website: <http://www.wdol.gov/>); and
- (c) Within each applicable wage determination, ensure that all appropriate labor categories that the servicer plans to utilize are **properly and accurately** classified within the wage determination, and that these employees are compensated in accordance with the prevailing wage determination.
- (d) In the event that the labor category is subject to the Service Contract Act but is not accurately captured in the wage determination for a given location, the Contractor shall follow the process described in FAR Subpart 22.1019 and submit a "Request For Authorization of Additional Classification and Rate" (SF 1444) to the Contracting Officer for a conformance.

The preceding steps provide a high-level example of some steps that may be necessary for adhering to the Service Contract Act, but is not a comprehensive list.

C.1.4.4 The Contractor(s) will provide a service flexible enough to handle new requirements generated by Congress and respond to legislative mandates and policy changes. Please see Attachment A-1 – *Standards and Relevant Documents* for historical and current representative information.

C.1.4.5 The Contractor(s) will provide timely (as defined by FSA and Contractor) responses to Office of Inspector General (OIG), General Accounting Office (GAO), budget, data, and management requests.

C.1.4.6 It is understood and mutually agreed that the Department of Education has exclusive ownership of all information stored, retrieved, modified, and/or archived as part of this service. The Contractor shall have no rights in such information and no rights to such information shall vest on the Contractor by virtue of its performance of this contract. No other party has the right to copy, delete, archive, or transfer such information without the prior express written consent of the Department of Education. The Contractor shall not use such information for any marketing or solicitation

purpose including, but not limited to, commercial advertising, credit offers, or similar campaigns.

C.2 Attachments/Supplemental Documents

Number	Title
A-1	Historical and Current Representative Sample of <i>Standards and Relevant Documents</i> (v2)
A-2	Not-For-Profit (NFP) High-Level Federal Servicer Requirements (Version 6.0)
A-3	Servicing Pricing Definitions
A-4	Ongoing Allocation Methodology – v3
A-5	SAMPLE ONLY—Ongoing Allocation Metric Calculation (National Option Only) – v3
A-6	Supplemental Not-For-Profit (NFP) High-Level Federal Servicer Requirements (Version 1.0)
A-7	Wage Determination # WD 005-2309 (Rev. -11)
A-8	TIVAS Terms and Conditions (v2)

Attachment A-1

Attachment A-1
Historical and Current representative sample of *Standards and Relevant Documents* (v2)

**Note: This document is intended to provide a SAMPLE of standards and documents that may be relevant in performance of this contract. This is not intended to provide a comprehensive or complete list of laws and regulations that may apply. While it is the intent of the Government to provide current and accurate Uniform Resource Locators (URLs) to the references below, it is the responsibility of the contractor to ensure that it has referenced and complies with the documents provided herein, as applicable. If the contractor experiences difficulty in accessing any of these documents, the contractor shall notify the Department immediately for assistance. It is the contractor's responsibility to ensure it complies with all applicable laws and regulations in performance of this agreement, in accordance with the terms of the contract.*

United States Department of Education Information and Resources

- Title IV Student Aid Programs Regulations (34 CFR Parts 600-694)
 - http://www.access.gpo.gov/nara/cfr/waisidx_04/34cfr600_04.html
- Review of Student Aid Regulations Under Title IV of the Higher Education Act of 1965
 - <http://www.ed.gov/offices/ODS/regreview/index.html>
- Amendments to the Higher Education Act of 1965
 - <http://edlabor.house.gov/education/higher-education/>
- Department of Education Priorities
 - <http://www.ed.gov/about/priorities.jsp>
- Information for Financial Aid Professionals (IFAP) Library
 - <http://www.ifap.ed.gov/>
- U.S. Department of Education Records Disposition Schedules
 - www.ed.gov/policy/gen/guid/fra/intro-02sch.pdf
- Security Requirements for Contractors Doing Business with the Department of Education
 - www.ed.gov/fund/contract/about/bsp.html

Applicable Federal Public Laws and Regulations

- Title IV Student Aid Programs Regulations (34 CFR Parts 600-694)
 - http://www.access.gpo.gov/nara/cfr/waisidx_04/34cfr600_04.html
- Review of Student Aid Regulations Under Title IV of the Higher Education Act of 1965
 - <http://www.ed.gov/offices/ODS/regreview/index.html>
- Amendments to the Higher Education Act of 1965
 - <http://edlabor.house.gov/education/higher-education/>
- Fair Debt Collection Practices Act
 - <http://www.ftc.gov/os/statutes/fdcjump.htm>

Attachment A-1

- Computer Fraud and Abuse Act of 1987
 - <http://www.cio.energy.gov/documents/ComputerFraud-AbuseAct.pdf>
- Computer Matching and Privacy Protection Act of 1988, as amended
 - <http://thomas.loc.gov/cgi-bin/bdquery/z?d100:SN00496>
- Government Paperwork Elimination Act (GPEA)
 - <http://www.ed.gov/policy/gen/leg/gpea/index.html>
- Section 508 of the Rehabilitation Act of 1973
 - <http://www.section508.gov/>
- Electronic Signatures in Global and National Commerce Act of 2000 (E-Sign)
 - http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=106_cong_bills&docid=f:s761enr.txt.pdf
- Gramm-Leach-Bliley Act
 - <http://www.senate.gov/~banking/conf/>

Standards Resources

- International Organization for Standardization
 - <http://www.iso.ch/iso/home.htm>
- National Institute of Standards and Technology
 - <http://www.nist.gov/>
- Software Engineering Institute (SEI) and the Capability Maturity Model (CMM)
 - <http://www.sei.cmu.edu/cmmi/>
- FIPS PUB 113 – “Computer Data Authentication”
 - <http://www.itl.nist.gov/fipspubs/fip113.htm>

Executive Orders and Executive Office Guidance

- Executive Order 13231 - "Critical Infrastructure Protection in the Information Age"
 - <http://www.whitehouse.gov/news/releases/2001/10/20011016-12.html>
- Executive Order 13228 - "Establishing the Office of Homeland Security and the Homeland Security Council"
 - <http://www.whitehouse.gov/news/releases/2001/10/20011008-2.html>
- Executive Order 13011 - "Federal Information Technology"
 - <http://www.cio.gov/Documents/federal%5Fit%5FJul%5F1996%2Ehtml>

Office of Management and Budget (OMB) Circulars, Memoranda, and Other Guidance on Information Technology

- OMB Circular A-123 – “Internet Control Systems”
 - <http://www.whitehouse.gov/omb/circulars/a123/a123.html>
- OMB Circular A-127 – “Financial Management Systems”
 - <http://www.whitehouse.gov/omb/circulars/a127/a127.html>
- OMB Circular A-130 – “Management of Federal Information Resources”, Appendix III – “Security of Federal Information Resources”
 - <http://www.whitehouse.gov/omb/circulars/a130/a130.html>
- NIST Special Publication 800-18 – “Guide for Developing Security Plans for Information Technology Systems”

Attachment A-1

- <http://csrc.nist.gov/publications/nistpubs/800-18-Rev1/sp800-18-Rev1-final.pdf>
- OMB Memorandum 97-02 – “Funding Information Systems Investments”
 - <http://www.whitehouse.gov/omb/memoranda/m97-02.html>
- OMB Memorandum 97-16 – “Information Technology Architectures”
 - <http://www.whitehouse.gov/omb/memoranda/m97-16.html>
- OMB Memorandum 00-15 – “OMB Guidance on Implementing the Electronic Signatures in Global and National Commerce Act”
 - <http://www.whitehouse.gov/omb/memoranda/m00-15.html>
- OMB Memorandum 01-08 – “Guidance on Implementing the GISRA”
 - <http://www.whitehouse.gov/omb/memoranda/m01-08.pdf>
- OMB Memorandum 01-24 – “Reporting Instructions for the GISRA”
 - <http://www.whitehouse.gov/omb/memoranda/m01-24.pdf>
- US General Accounting Office Accounting and Information Management Division (GAO/AIMD) Report 94-115 – “Executive Guide: Improving Mission Performance Through Strategic Information Management and Technology”
 - <http://www.gao.gov/special.pubs/ai94115.pdf>
- 1098E – Student Loan Interest Information Reporting
 - <http://www.unclefed.com/Tax-Bulls/1998/not98-07.pdf>

Other

- IRS Publication 1075 – “Tax Information Security Guidelines for Federal, State, and Local Agencies”
 - <http://www.irs.gov/pub/irs-pdf/p1075.pdf>

(End of Attachment A-1)

Attachment A-2

Not-For-Profit (NFP) High-Level Federal Servicer Requirements

	High Level Requirements	Requirement Category
1	The servicer shall have the ability to service FFEL, Direct, and FISL loans as required by statutory and regulatory guidelines.	Processing & Servicing
2	The servicer shall have the ability to assess chargefees (i.e. Non Sufficient Funds or late charges). <i>Note: no charges for other fees on loans in the ED portfolio are to be assessed at this time.</i>	Processing & Servicing
3	The servicer shall have the ability to support borrower benefit plans.	Processing & Servicing
4	The servicer shall process discharge transactions after receiving and reviewing required supporting documentation meeting the required regulatory guidelines and receiving FSA approval.	Processing & Servicing
5	The servicer shall provide FSA the ability to access account information on FSA accounts that exist on the servicer's system.	Processing & Servicing
6	The servicer shall provide FSA the ability to access to image information on FSA accounts that exist on the servicer's system.	Processing & Servicing
7	The servicer shall provide access for FSA to listen to live and/or recorded inbound and outbound calls.	Processing & Servicing
8	The Servicer shall process government initiated control mail.	Processing & Servicing
9	The Servicer shall provide repayment plans for all loans types, including plans in existence prior to, and after, the Higher Education Reconciliation Act of 2005 (HERA). Servicers will also need to implement the Income Contingent Repayment plan.	Processing & Servicing
10	The servicer shall perform reconciliations of portfolio balances and financial activity.	Financial Reports & Reconciliation
11	The servicer shall provide accounting reports needed for reconciliations.	Financial Reports & Reconciliation
12	The servicer shall perform daily, weekly and monthly internal system balancing of all payment activity accepted from all sources (manual and via system interface).	Financial Reports & Reconciliation
13	The servicer shall create a financial interface between the FSA servicer and FSA Financial Management System (FMS) to provide financial data to FMS on a daily, weekly and monthly basis.	FMS Interface
14	The servicer shall accurately translate (map) each servicing transaction from the Servicer's subsidiary ledger to FSA's general ledger (FMS).	FMS Interface

Attachment A-2

Not-For-Profit (NFP) High-Level Federal Servicer Requirements

15	The servicer shall uniquely identify each specific activity (e.g., Collection of Principal, Collection of Interest, etc.) at a transaction level for all loans in the federal portfolio.	Financial Activity and Transactions
16	The servicer shall provide activity reports needed for reconciliations.	Financial Activity and Transactions
17	The servicer shall obtain daily deposit information from Treasury systems and shall post payments to the borrower accounts on the same date of receipt.	Financial Activity and Transactions
18	The servicer shall perform due diligence to research payments held in suspense for the purpose of resolving the unposted items (posting to borrower account, refunding, or escheatment).	Financial Activity and Transactions
19	The servicer shall manage credit balance accounts, and other payments and accounts requiring a refund; processing payments refunds via interface with FSA's Financial Management System (FMS).	Financial Activity and Transactions
20	The servicer shall assign and retain the Credit Reform Code (CRC), recording and reporting on all loan related transactions at the CRC level.	Financial Activity and Transactions
21	The servicer shall incorporate a system of internal controls consistent with federal laws, regulations, policies and authoritative guidance. These laws, regulations, and guidance include, but are not limited to: Federal Financial Management Improvement Act (FFMIA); Federal Managers' Financial Integrity Act (FMFIA); CFO Act; Government Performance and Results Act (GPRA); GAO's Green Book; OMB Circulars A-123, 1-127, and A-130; Joint Financial Management Improvement Program (JFMIP); and Treasury Financial Manual (TFM).	Financial Activity and Transactions
22	The servicer shall maintain unique standard reporting for loans within each Program (i.e. 08/09 Loan Purchase Program, Puts from 08/09 Participation Program, 09/10 Loan Purchase program, Conduit, Direct Loan, etc.)	Financial Activity and Transactions
23	The servicer shall develop an interface with Treasury designated services (Treasury Lockbox, Pay.gov, Remittance Express, IPAC, TRS, etc.) and send/receive data via these interfaces.	Treasury - Lockbox/Cashlink/TRS/Pay.gov
24	The servicer shall require entities making payments on federally held loans (borrowers, lenders, etc) to direct payments to a Treasury designated service. NOTE: Payments on non-federally held loans can not be directed to a Treasury service.	Treasury - Lockbox/Cashlink/TRS/Pay.gov
25	The Servicer shall provide support for OMB Circular A-123. Includes process flows, improper payment reporting, walkthroughs, samples, etc.	Internal Controls & Audits

Attachment A-2

Not-For-Profit (NFP) High-Level Federal Servicer Requirements

26	The Servicer shall provide data downloads, samples, walkthroughs, process documentation and additional work products to support audits.	Internal Controls & Audits
27	The servicer shall be responsible for resolving all deficiencies identified during audits and participating in corrective action plans as needed.	Internal Controls & Audits
28	The Servicer shall provide operational and portfolio reports.	Operational & Portfolio Reporting
29	The Servicer shall provide support to provide FSA requested ad hoc reports when requested.	Operational & Portfolio Reporting
30	The servicer shall create an interface between the FSA servicer and NSLDS and provide loan and borrower level information to NSLDS via SAIG on a weekly basis.	NSLDS
31	The servicer shall accept NSLDS enrollment information and update borrower accounts based on enrollment updates.	NSLDS
32	The servicer shall resolve NSLDS errors and data conflicts.	NSLDS
33	The servicer shall create an interface between the FSA servicer and the Total & Permanent Disability System (TPD).	Total & Permanent Disability
34	The servicer shall accept and review applications from borrowers applying for TPD.	Total & Permanent Disability
35	The servicer shall resolve any TPD System interface errors and data conflicts.	Total & Permanent Disability
36	The servicer shall transfer borrowers/loans that qualify for TPD to the TPD system.	Total & Permanent Disability
37	The servicer shall accept reinstated loans transferred from the TPD System and begin servicing the loans.	Total & Permanent Disability
38	The servicer shall process all applicable financial transactions when transferring loans to, or receiving loans from, the TPD system.	Total & Permanent Disability
39	The servicer shall create an interface between the FSA servicer and the Federal Debt Collection System.	Debt Collection
40	The servicer shall resolve any Debt Collection interface errors and data conflicts.	Debt Collection
41	The servicer shall transfer defaulted borrowers/loans to the Debt Collection system.	Debt Collection
42	The servicer shall accept rehabilitated loans transferred from the Debt Collection system and begin servicing the loans.	Debt Collection

Attachment A-2

Not-For-Profit (NFP) High-Level Federal Servicer Requirements

43	The servicer shall process all applicable financial transactions when transferring loans to, or receiving loans from, the Debt Collection system.	Debt Collection
44	The servicer shall create an interface between the FSA servicer and the Direct Loan Consolidation System (DLCS).	Consolidation (Payoff interface)
45	The servicer shall accept and respond to consolidation inquiries via the interface with DLCS (similar to LVC process).	Consolidation (Payoff interface)
46	The servicer shall accept and process consolidation payoffs via the interface with DLCS.	Consolidation (Payoff interface)
47	The servicer shall process all applicable financial transactions resulting from consolidation payoffs received.	Consolidation (Payoff interface)
48	The servicer shall resolve any DLCS interface errors and data conflicts.	Consolidation (Payoff interface)
49	The servicer shall comply with all federal standards related to records management. (such as citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228)	Record Retention
50	The servicer shall provide support for walkthroughs and/or site visits by FSA and/or FSA designees.	Compliance & Monitoring Reviews
51	The servicer shall support annual program compliance reviews by FSA, or by an agent of FSA	Compliance & Monitoring Reviews
52	The servicer shall support quarterly monitoring reviews completed by FSA (including providing walkthroughs, procedures, samples, process flows, training materials, etc.).	Compliance & Monitoring Reviews
53	The servicer shall meet all statutory and legislative requirements.	Other
54	The servicer shall have the ability to send and receive loan transfers to/from all federal servicers via a common format.	Other
55	The servicer shall complete all financial transactions, reconciliation, and reporting resulting from transfers to/from all federal servicers.	Other
56	The servicer shall respond to draft and official cohort default rate (incorrect data) challenges.	Other
57	The Servicer shall restrict access to FSA held loans being serviced and segregate them from all other loans on their system. Access must be limited to personnel who have obtained proper clearances and who are specifically authorized to view or perform transactions and services on loans held by FSA.	Security

Attachment A-2

Not-For-Profit (NFP) High-Level Federal Servicer Requirements

58	The servicer shall provide previous security information from the past three years to include a discussion of security incidents; and audits like SAS 70s, Sarbanes Oxley reviews, independent security assessments, risk assessments, and/or internal reviews along with the applicable remediation plans.	Security
59	The servicer shall provide existing security documentation like its security organizational structure, its system's boundary, existing security policy, procedures, and plans.	Security
60	<p>The servicer shall complete personnel background screening requirements:</p> <p>a) All personnel are required to complete a federal background clearance based on their position risk level. Background clearances are submitted on line via Office of Personnel Management (OPM)'s Electronic Questionnaire for Investigations Process (e-Qip). Contractor employees who have undergone appropriate personnel security screening for another federal agency may submit proof of personal security screening for validation. (Attached Security Attachment A -Department of Education's Directive for Contractor Employee Personnel Security Screenings.)</p> <p>b) Preliminary clearances must be completed for high-risk positions prior to working on Federal Student Aid systems or data (This process can take 2-6 weeks). Moderate and low risk positions must submit background clearance paperwork prior to working on Federal Student Aid computer resources.</p> <p>c) Non-U.S. Citizen may be assigned to a High Risk IT (6C) level position, provided: he/she is a Lawful Permanent Resident of the United States and has resided continuously in the United States for a minimum of three (3) years. Non-U.S. Citizens living outside of the United States cannot have the capability to access Federal Student Aid systems or data.</p>	Security
61	The servicer shall complete a self-assessment of it's system and facilities based on NIST SP 800-53 controls, identify security deficiencies/gaps, and create a remediation plan for the identified deficiencies.	Security
62	The servicer shall agree to provide support for all actions required for a formal security authorization and continuous monitoring program as defined by NIST SP 800-37.	Security

Attachment A-2**Not-For-Profit (NFP) High-Level Federal Servicer Requirements**

63	The servicer shall create a project plan that they will follow to develop a NIST SP 800-18 compliant System Security Plan created in the Department of Education format.	Security
64	The servicer shall bundle the requested information in requirements 57 - 63 above as attachments to a discussion document that provides an overview of how each requirement is met. The cover page for this package will include a self-certification document identifying the system's security posture to include its overall security risk. The cover page shall be signed by the servicer's senior security official and program manager attesting that the information within the package is accurate.	Security

Federal Student Aid

Attachment A-3- Servicing Pricing Definitions

U.S. Department of Education

Not-For-Profit (NFP) Servicing

Deliverable	Definition
Borrowers in In-school Status	Number of unique borrowers (SSNs) with balance not equal to \$0.00 who have not separated from school as of the last day of the billing period
Borrowers in Grace or Current Repayment Status	Number of unique borrowers (SSNs) with balance not equal to \$0.00 who have separated from school and are less than 31 days delinquent and are not in deferment, forbearance, or conditionally discharged as of the last day of the billing period
Borrowers in Deferment or Forbearance	Number of unique borrowers (SSNs) with balance not equal to \$0.00 who have separated from school, are in deferment or forbearance and who are not conditionally discharged as of the last day of the billing period
Borrowers 31-90 Days Delinquent	Number of unique borrowers (SSNs) with balance not equal to \$0.00 who have separated from school, are 31 or more days, but less than 91 days delinquent, and who are not conditionally discharged as of the last day of the billing period
Borrowers 91-150 Days Delinquent	Number of unique borrowers (SSNs) with balance not equal to \$0.00 who have separated from school, are 91 or more days, but less than 151 days delinquent, and who are not conditionally discharged as of the last day of the billing period
Borrowers 151-270 Days Delinquent	Number of unique borrowers (SSNs) with balance not equal to \$0.00 who have separated from school are 151 or more days, but less than 271 days delinquent, and who are not conditionally discharged as of the last day of the billing period
Borrowers 270+ Days Delinquent	Number of unique borrowers (SSNs) with balance not equal to \$0.00 who have separated from school and 271 or more days and who are not conditionally discharged as of the last day of the billing period. This may include borrowers over 360 day that are considered in Default Status, but for some reason have not been transferred through no fault of the Servicer.

NOTES:

1. Common pricing shall apply regardless of program (i.e. Direct Loan, Federal Family Education Loan) or volume serviced, unless otherwise noted in the contract.
2. Reporting is required for the number of borrowers and/or loans and dollar amount of each program, in addition to any other reporting requirements provided in the contract.
3. Borrowers in multiple statuses shall be billed once, in the lowest performing deliverable status. The lowest performing deliverable status is defined as the lowest unit priced deliverable.
4. Borrowers pending discharge, which include, but are not limited to: conditional disability, death, or bankruptcy, shall be, for billing purposes, counted in the deliverable status at the time of the discharge request.
5. "The last day of the billing period" is defined as the last day of the Department of Education's monthly billing period.

Attachment A-4

Ongoing Allocation Methodology – Version 3

The allocation of ongoing volume will be determined based on the performance of each servicer in relation to the other servicers awarded. While the total number of awarded servicers has not yet been determined, this methodology works with any number of servicers (as shown in examples).

Quarterly metric results will be compiled for each servicer based on various performance factors; five high-level metrics, and some sub-metric categories, have been defined (see below). An average of the quarterly metric results available on July 1 of each year will be used to determine the ranking of each servicer in each of the five high-level metric categories. By combining each servicer's ranking in all categories, each servicer will be given a percentage of the total volume of Federally Held Debt specifically dedicated to the Not-For-Profit (NFP) Servicer contractors pool (if any), to be distributed for the upcoming year. However, the Government makes no guarantee that a contractor under the NFP program will receive more than its initial allocation of 100,000 borrower accounts. The ability of the Contractor to retain and/or increase its allocation volume shall depend on the Contractor's compliance with contractual/regulatory requirements, and performance. In the event of an inability to comply with contractual/regulatory requirements and/or a lack of satisfactory performance, the Government reserves the right to terminate the contract or reduce the Contractor's allocation at no additional cost to the Government.

All metrics will be measured on quarterly basis. The initial metric results for each servicer will be measured during the first calendar quarter the servicer receives a transfer of loans. In July of each year, all available quarterly metric results will be averaged together to provide a final metric result in each metric category. Survey results will be averaged and rounded to the nearest 100th of a point (2 positions right of decimal – e.g. 74.577 = 74.58), other metric results will be rounded to the nearest 100th of a percent (2 positions right of percentage decimal – e.g. 2.056% = 2.06%). FSA will compare all servicers' metric results in each allocation metric category and determine a ranking for each servicer in that category, with the best ranking in each category receiving the highest possible score and the worst ranking receiving the lowest possible score (highest / lowest values will be determined by the number of servicers eligible for allocation --- Highest score possible will be the total number of servicers selected, lowest score will be 1).

Once a score has been assigned to each servicer in each allocation category, all scores for a servicer will be added together to provide the "Total Yearly Score" for that servicer for the year. Each servicer will have one Total Yearly Score for each year.

Allocation Metric # 1 – Borrower Surveys –The survey will measure borrower satisfaction with the servicer and results will be based on a scale of 0 – 100, with 100 representing a perfect score. FSA or an agent of FSA will conduct surveys.

Allocation Metric # 2 – FSA Surveys –Surveys will measure satisfaction of selected FSA staff with the servicer and results will be based on a scale of 0 – 100, with 100 representing a perfect score. FSA or an agent of FSA will conduct surveys.

Allocation Metric # 3 – Percent of Borrowers in Current Repayment Status – Calculation = (count of borrowers in current repayment status (≤ 30 days delinquent) at the end of current period) divided by (borrower count of all borrowers in both current and delinquent repayment at end of current period).

Attachment A-4

Allocation Metric # 4 – Percent of Borrowers > 90 Days Delinquent – Calculation = (borrower count of borrowers > 90 days delinquent at end of the current period) divided by (borrower count of all borrowers in both current and delinquent repayment at end of current period).

Allocation Metric # 5 – Delinquency Resolution of Borrowers Delinquent > 180 days – Calculation = (count of current borrowers (≤ 30 days delinquent) at end of period who, in prior calendar quarter end had a delinquency of 180 days or $>$) divided by (count of borrowers ≥ 180 days delinquent at end of prior quarter).

Allocation of New Volume of Federally Held Debt

Each servicer will be assigned an allocation percentage of new volume by dividing that servicer's total yearly score by the combined total yearly scores of all servicers. The resulting percentage will determine each servicer's percentage of new volume of Federally Held Debt.

The servicer's percentage of new volume will determine the percentage of new borrowers that will be sent to the servicer for servicing (loans for existing borrowers may, to the maximum extent practicable, be sent to the servicer already holding that borrower's other loans).

No entity shall be eligible for an additional allocation until they have been measured on all performance metrics for at least three full calendar quarters. No borrower accounts shall be included in the allocation pool before at least two not-for-profit servicers are eligible for an additional allocation. Accordingly, the first allocation of additional volume will not occur before August 2013.

NOTE: If a servicer is out of compliance (for example, but not limited to, financial management or reporting, security, OMB Circular A-123, Legislative Mandates, Program Compliance, etc.), that servicer's new volume may be re-allocated to one or more other servicers until compliance has been achieved. In addition, that servicer's current account volume may be transferred to another servicer, at the non-compliant servicer's expense.

Attachment A-5

SAMPLE ONLY - ONGOING ALLOCATION METRIC CALCULATION - Version 3**Scenario 1 - 5 NFP Servicers Under Contract Award**

Quarterly Scores for all Servicers

Servicer A	Oct metric results	Dec metric results	Mar metric results	Jun metric results	Yearly Average
Borrower Survey	98.00	96.00	98.00	96.00	97.00
FSA Survey	96.00	98.00	97.00	97.00	97.00
% of Borrowers in Current Repayment	78.00%	63.00%	74.00%	65.00%	70.000%
% of Borrowers > 90 Days Delinquent	1.00%	1.20%	0.90%	1.30%	1.100%
Delinquency Resolution of Borrowers Delinquent > 180 Days	6.00%	7.00%	7.00%	6.40%	6.600%

Servicer B	Oct metric results	Dec metric results	Mar metric results	Jun metric results	Yearly Average
Borrower Survey	98.00	96.00	92.00	94.00	95.00
FSA Survey	95.00	92.00	91.00	91.00	92.25
% of Borrowers in Current Repayment	60.00%	70.00%	70.00%	60.00%	65.000%
% of Borrowers > 90 Days Delinquent	2.00%	3.60%	3.00%	3.60%	3.050%
Delinquency Resolution of Borrowers Delinquent > 180 Days	4.00%	5.05%	4.00%	5.60%	4.660%

Servicer C (Servicer Only live for 3 performance periods)	Oct metric results	Dec metric results	Mar metric results	Jun metric results	Yearly Average
Borrower Survey	N/A	96.00	91.00	95.00	94.00
FSA Survey	N/A	92.00	95.00	92.00	93.00
% of Borrowers in Current Repayment	N/A	74.00%	72.00%	66.00%	70.670%
% of Borrowers > 90 Days Delinquent	N/A	2.40%	1.80%	2.60%	2.270%
Delinquency Resolution of Borrowers Delinquent > 180 Days	N/A	6.00%	5.00%	7.00%	6.000%

Servicer D (Servicer Only live for 3 performance periods)	Oct metric results	Dec metric results	Mar metric results	Jun metric results	Yearly Average
Borrower Survey	N/A	90.00	95.00	85.00	90.00
FSA Survey	N/A	97.00	98.00	90.00	95.00
% of Borrowers in Current Repayment	N/A	62.50%	60.05%	59.95%	60.830%
% of Borrowers > 90 Days Delinquent	N/A	5.05%	4.50%	5.10%	4.880%
Delinquency Resolution of Borrowers Delinquent > 180 Days	N/A	3.60%	2.00%	3.60%	3.070%

Servicer E (Servicer Only live for 2 performance periods) NOT ELIGIBLE FOR ALLOCATION	Oct metric results	Dec metric results	Mar metric results	Jun metric results	Yearly Average
Borrower Survey	N/A	N/A	90.00	90.00	90.00
FSA Survey	N/A	N/A	92.00	90.00	91.00
% of Borrowers in Current Repayment	N/A	N/A	61.00%	64.00%	62.500%
% of Borrowers > 90 Days Delinquent	N/A	N/A	6.00%	5.00%	5.500%
Delinquency Resolution of Borrowers Delinquent > 180 Days	N/A	N/A	3.00%	1.60%	2.300%

Attachment A-5

FINAL YEARLY METRIC RESULT BY ALLOCATION METRIC

METRIC		Servicers			
		A	B	C	D
1	Borrower Survey	97.00	95.00	94.00	90.00
2	FSA Survey	97.00	92.25	93.00	95.00
3	% of Borrowers in Current Repayment	70.00%	65.00%	70.67%	60.83%
4	% of Borrowers > 90 Days Delinquent	1.10%	3.05%	2.27%	4.88%
5	Delinquency Resolution of Borrowers Delinquent > 180 Days	6.60%	4.66%	6.00%	3.07%

SERVICER SCORE BY ALLOCATION METRIC

METRIC		Servicers			
		A	B	C	D
1	Borrower Survey	4.0	3.0	2.0	1.0
2	FSA Survey	4.0	1.0	2.0	3.0
3	% of Borrowers in Current Repayment	3.0	2.0	4.0	1.0
4	% of Borrowers > 90 Days Delinquent	4.0	2.0	3.0	1.0
5	Delinquency Resolution of Borrowers Delinquent > 180 Days	4.0	2.0	3.0	1.0

TOTAL YEARLY SCORE BY SERVICER

AVERAGE SCORE	Servicers			
	A	B	C	D
	19.0	10.0	14.0	7.0

ALLOCATION EACH SERIVER WILL RECEIVE

	Total Yearly Score	% of new volume Servicer will receive (Average Score / Combined Totals)	New borrowers (based on 6M total new borr)
Servicer A	30.0	33.33%	1,999,800
Servicer B	25.0	27.78%	1,666,800
Servicer C	20.0	22.22%	1,333,200
Servicer D	15.0	16.67%	1,000,200
Combined Total	90	100.00%	6,000,000

Attachment A-6 Supplemental Not-For-Profit (NFP) High-Level Federal Servicer Requirements

	High Level Requirements	Requirement Category
1	The servicer shall create an interface with the Direct Loan Origination & Disbursement System(s) to accept Direct Loans.	DL Originations
2	The servicer shall complete all financial transactions, reconciliation, and reporting resulting from receiving Direct Loans.	DL Originations
3	The servicer shall resolve any Direct Loan origination interface errors and data conflicts.	DL Originations
4	The servicer shall implement a process to accept loans purchased by ED via a loan transfer file.	Loan Purchases
5	The servicer shall support all activities required to complete ED loan purchases.	Loan Purchases
6	The servicer shall complete all financial transactions, reconciliation, and reporting resulting from ED loan purchase process.	Loan Purchases

WD 05-2309 (Rev.-11) was first posted on www.wdol.gov on 06/17/2011

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

Diane C. Koplewski	Division of	Wage Determination No.: 2005-2309
Director	Wage Determinations	Revision No.: 11
		Date Of Revision: 06/13/2011

States: Illinois, Missouri

Area: Illinois Counties of Alexander, Bond, Calhoun, Clay, Clinton, Effingham, Fayette, Franklin, Hamilton, Jackson, Jefferson, Jersey, Johnson, Madison, Marion, Massac, Monroe, Perry, Pope, Pulaski, Randolph, Saline, St Clair, Union, Washington, Wayne, Williamson
Missouri Counties of Audrain, Boone, Callaway, Clark, Cole, Crawford, Franklin, Gasconade, Jefferson, Knox, Lewis, Lincoln, Marion, Monroe, Montgomery, Osage, Pike, Ralls, Randolph, Scotland, Shelby, St Charles, St Francois, St Louis, Ste Genevieve, Warren, Washington

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.10
01012 - Accounting Clerk II		15.83
01013 - Accounting Clerk III		18.57
01020 - Administrative Assistant		24.14
01040 - Court Reporter		19.05
01051 - Data Entry Operator I		12.22
01052 - Data Entry Operator II		14.40
01060 - Dispatcher, Motor Vehicle		19.05
01070 - Document Preparation Clerk		13.51
01090 - Duplicating Machine Operator		13.51
01111 - General Clerk I		12.33
01112 - General Clerk II		15.00
01113 - General Clerk III		17.07
01120 - Housing Referral Assistant		20.96
01141 - Messenger Courier		11.61
01191 - Order Clerk I		12.99
01192 - Order Clerk II		14.18
01261 - Personnel Assistant (Employment) I		16.33
01262 - Personnel Assistant (Employment) II		19.05
01263 - Personnel Assistant (Employment) III		20.73
01270 - Production Control Clerk		20.73
01280 - Receptionist		15.10
01290 - Rental Clerk		16.06
01300 - Scheduler, Maintenance		15.96
01311 - Secretary I		15.96
01312 - Secretary II		17.85
01313 - Secretary III		20.96
01320 - Service Order Dispatcher		18.12
01410 - Supply Technician		22.39
01420 - Survey Worker		19.05
01531 - Travel Clerk I		11.94
01532 - Travel Clerk II		12.86
01533 - Travel Clerk III		13.72
01611 - Word Processor I		13.51
01612 - Word Processor II		16.06
01613 - Word Processor III		19.05
05000 - Automotive Service Occupations		

05005 - Automobile Body Repairer, Fiberglass	22.80
05010 - Automotive Electrician	20.59
05040 - Automotive Glass Installer	19.74
05070 - Automotive Worker	19.74
05110 - Mobile Equipment Servicer	18.01
05130 - Motor Equipment Metal Mechanic	21.46
05160 - Motor Equipment Metal Worker	19.74
05190 - Motor Vehicle Mechanic	20.40
05220 - Motor Vehicle Mechanic Helper	16.72
05250 - Motor Vehicle Upholstery Worker	18.88
05280 - Motor Vehicle Wrecker	19.74
05310 - Painter, Automotive	20.59
05340 - Radiator Repair Specialist	19.74
05370 - Tire Repairer	15.80
05400 - Transmission Repair Specialist	21.46
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.77
07041 - Cook I	11.02
07042 - Cook II	12.07
07070 - Dishwasher	8.11
07130 - Food Service Worker	10.05
07210 - Meat Cutter	16.34
07260 - Waiter/Waitress	8.69
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.56
09040 - Furniture Handler	13.35
09080 - Furniture Refinisher	20.56
09090 - Furniture Refinisher Helper	16.55
09110 - Furniture Repairer, Minor	18.84
09130 - Upholsterer	22.61
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.74
11060 - Elevator Operator	11.10
11090 - Gardener	16.03
11122 - Housekeeping Aide	11.46
11150 - Janitor	11.46
11210 - Laborer, Grounds Maintenance	12.55
11240 - Maid or Houseman	8.62
11260 - Pruner	11.10
11270 - Tractor Operator	15.03
11330 - Trail Maintenance Worker	12.55
11360 - Window Cleaner	13.02
12000 - Health Occupations	
12010 - Ambulance Driver	17.73
12011 - Breath Alcohol Technician	16.55
12012 - Certified Occupational Therapist Assistant	21.69
12015 - Certified Physical Therapist Assistant	20.81
12020 - Dental Assistant	16.87
12025 - Dental Hygienist	29.20
12030 - EKG Technician	22.64
12035 - Electroneurodiagnostic Technologist	22.64
12040 - Emergency Medical Technician	19.90
12071 - Licensed Practical Nurse I	14.80
12072 - Licensed Practical Nurse II	16.55
12073 - Licensed Practical Nurse III	18.46
12100 - Medical Assistant	13.28
12130 - Medical Laboratory Technician	17.14
12160 - Medical Record Clerk	14.89
12190 - Medical Record Technician	15.83
12195 - Medical Transcriptionist	16.10
12210 - Nuclear Medicine Technologist	31.23
12221 - Nursing Assistant I	10.22
12222 - Nursing Assistant II	11.49
12223 - Nursing Assistant III	12.54
12224 - Nursing Assistant IV	14.07

12235 - Optical Dispenser	16.07
12236 - Optical Technician	15.99
12250 - Pharmacy Technician	15.52
12280 - Phlebotomist	14.07
12305 - Radiologic Technologist	25.09
12311 - Registered Nurse I	26.36
12312 - Registered Nurse II	29.18
12313 - Registered Nurse II, Specialist	29.18
12314 - Registered Nurse III	35.30
12315 - Registered Nurse III, Anesthetist	35.30
12316 - Registered Nurse IV	42.33
12317 - Scheduler (Drug and Alcohol Testing)	20.03
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.31
13012 - Exhibits Specialist II	22.69
13013 - Exhibits Specialist III	27.76
13041 - Illustrator I	20.80
13042 - Illustrator II	25.56
13043 - Illustrator III	30.15
13047 - Librarian	26.36
13050 - Library Aide/Clerk	12.34
13054 - Library Information Technology Systems Administrator	23.81
13058 - Library Technician	14.61
13061 - Media Specialist I	17.18
13062 - Media Specialist II	19.21
13063 - Media Specialist III	21.43
13071 - Photographer I	16.71
13072 - Photographer II	18.69
13073 - Photographer III	23.16
13074 - Photographer IV	27.91
13075 - Photographer V	33.77
13110 - Video Teleconference Technician	17.77
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.04
14042 - Computer Operator II	19.06
14043 - Computer Operator III	21.26
14044 - Computer Operator IV	23.61
14045 - Computer Operator V	26.16
14071 - Computer Programmer I	22.01
14072 - Computer Programmer II	26.17
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.26
14160 - Personal Computer Support Technician	25.31
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.92
15020 - Aircrew Training Devices Instructor (Rated)	42.25
15030 - Air Crew Training Devices Instructor (Pilot)	50.64
15050 - Computer Based Training Specialist / Instructor	33.63
15060 - Educational Technologist	28.74
15070 - Flight Instructor (Pilot)	50.64
15080 - Graphic Artist	21.87
15090 - Technical Instructor	20.66
15095 - Technical Instructor/Course Developer	25.27
15110 - Test Proctor	16.67
15120 - Tutor	16.67
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.18
16030 - Counter Attendant	9.18
16040 - Dry Cleaner	11.31
16070 - Finisher, Flatwork, Machine	9.18

16090 - Presser, Hand	9.18
16110 - Presser, Machine, Drycleaning	9.18
16130 - Presser, Machine, Shirts	9.18
16160 - Presser, Machine, Wearing Apparel, Laundry	9.18
16190 - Sewing Machine Operator	11.95
16220 - Tailor	12.63
16250 - Washer, Machine	9.95
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.05
19040 - Tool And Die Maker	25.72
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.14
21030 - Material Coordinator	20.64
21040 - Material Expediter	20.64
21050 - Material Handling Laborer	19.18
21071 - Order Filler	12.91
21080 - Production Line Worker (Food Processing)	18.77
21110 - Shipping Packer	13.96
21130 - Shipping/Receiving Clerk	13.96
21140 - Store Worker I	11.56
21150 - Stock Clerk	17.04
21210 - Tools And Parts Attendant	19.14
21410 - Warehouse Specialist	19.14
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.30
23021 - Aircraft Mechanic I	25.34
23022 - Aircraft Mechanic II	26.30
23023 - Aircraft Mechanic III	27.31
23040 - Aircraft Mechanic Helper	19.24
23050 - Aircraft, Painter	24.07
23060 - Aircraft Servicer	21.72
23080 - Aircraft Worker	22.71
23110 - Appliance Mechanic	22.59
23120 - Bicycle Repairer	15.80
23125 - Cable Splicer	26.41
23130 - Carpenter, Maintenance	26.52
23140 - Carpet Layer	22.39
23160 - Electrician, Maintenance	30.81
23181 - Electronics Technician Maintenance I	24.18
23182 - Electronics Technician Maintenance II	25.38
23183 - Electronics Technician Maintenance III	26.95
23260 - Fabric Worker	20.13
23290 - Fire Alarm System Mechanic	23.21
23310 - Fire Extinguisher Repairer	18.57
23311 - Fuel Distribution System Mechanic	22.56
23312 - Fuel Distribution System Operator	17.91
23370 - General Maintenance Worker	20.67
23380 - Ground Support Equipment Mechanic	25.34
23381 - Ground Support Equipment Servicer	21.72
23382 - Ground Support Equipment Worker	22.71
23391 - Gunsmith I	18.57
23392 - Gunsmith II	21.52
23393 - Gunsmith III	23.58
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.39
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.24
23430 - Heavy Equipment Mechanic	23.21
23440 - Heavy Equipment Operator	25.39
23460 - Instrument Mechanic	21.16
23465 - Laboratory/Shelter Mechanic	22.59
23470 - Laborer	17.17
23510 - Locksmith	22.23
23530 - Machinery Maintenance Mechanic	27.80
23550 - Machinist, Maintenance	24.17

23580 - Maintenance Trades Helper	18.37
23591 - Metrology Technician I	21.16
23592 - Metrology Technician II	21.96
23593 - Metrology Technician III	22.79
23640 - Millwright	27.07
23710 - Office Appliance Repairer	22.23
23760 - Painter, Maintenance	23.03
23790 - Pipefitter, Maintenance	30.12
23810 - Plumber, Maintenance	28.85
23820 - Pseudraulic Systems Mechanic	23.58
23850 - Rigger	23.58
23870 - Scale Mechanic	21.52
23890 - Sheet-Metal Worker, Maintenance	26.55
23910 - Small Engine Mechanic	21.36
23931 - Telecommunications Mechanic I	24.81
23932 - Telecommunications Mechanic II	25.76
23950 - Telephone Lineman	23.55
23960 - Welder, Combination, Maintenance	23.21
23965 - Well Driller	23.21
23970 - Woodcraft Worker	23.58
23980 - Woodworker	18.57
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.61
24580 - Child Care Center Clerk	13.39
24610 - Chore Aide	9.28
24620 - Family Readiness And Support Services Coordinator	13.20
24630 - Homemaker	13.20
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.70
25040 - Sewage Plant Operator	23.34
25070 - Stationary Engineer	25.70
25190 - Ventilation Equipment Tender	18.44
25210 - Water Treatment Plant Operator	23.34
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.23
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	18.82
27010 - Court Security Officer	22.13
27030 - Detection Dog Handler	16.66
27040 - Detention Officer	18.82
27070 - Firefighter	25.67
27101 - Guard I	12.71
27102 - Guard II	16.66
27131 - Police Officer I	22.39
27132 - Police Officer II	24.88
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.57
28042 - Carnival Equipment Repairer	13.41
28043 - Carnival Equipment Worker	8.87
28210 - Gate Attendant/Gate Tender	13.47
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	15.07
28510 - Recreation Aide/Health Facility Attendant	11.00
28515 - Recreation Specialist	18.05
28630 - Sports Official	12.00
28690 - Swimming Pool Operator	16.53
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.72
29020 - Hatch Tender	23.72
29030 - Line Handler	23.72
29041 - Stevedore I	22.09
29042 - Stevedore II	24.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77

30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	19.36
30022 - Archeological Technician II	21.56
30023 - Archeological Technician III	25.04
30030 - Cartographic Technician	27.52
30040 - Civil Engineering Technician	22.72
30061 - Drafter/CAD Operator I	19.36
30062 - Drafter/CAD Operator II	21.56
30063 - Drafter/CAD Operator III	24.15
30064 - Drafter/CAD Operator IV	29.71
30081 - Engineering Technician I	17.67
30082 - Engineering Technician II	19.83
30083 - Engineering Technician III	22.18
30084 - Engineering Technician IV	27.48
30085 - Engineering Technician V	33.62
30086 - Engineering Technician VI	40.68
30090 - Environmental Technician	22.06
30210 - Laboratory Technician	20.55
30240 - Mathematical Technician	26.82
30361 - Paralegal/Legal Assistant I	20.04
30362 - Paralegal/Legal Assistant II	24.86
30363 - Paralegal/Legal Assistant III	30.37
30364 - Paralegal/Legal Assistant IV	36.75
30390 - Photo-Optics Technician	26.82
30461 - Technical Writer I	23.51
30462 - Technical Writer II	28.76
30463 - Technical Writer III	34.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	24.15
Surface Programs	
30621 - Weather Observer, Senior (see 2)	26.82
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.28
31030 - Bus Driver	16.52
31043 - Driver Courier	15.43
31260 - Parking and Lot Attendant	9.85
31290 - Shuttle Bus Driver	16.94
31310 - Taxi Driver	11.23
31361 - Truckdriver, Light	16.94
31362 - Truckdriver, Medium	17.97
31363 - Truckdriver, Heavy	20.79
31364 - Truckdriver, Tractor-Trailer	20.79
99000 - Miscellaneous Occupations	
99030 - Cashier	8.79
99050 - Desk Clerk	9.86
99095 - Embalmer	24.71
99251 - Laboratory Animal Caretaker I	10.84
99252 - Laboratory Animal Caretaker II	11.89
99310 - Mortician	30.54
99410 - Pest Controller	16.01
99510 - Photofinishing Worker	13.06
99710 - Recycling Laborer	18.45
99711 - Recycling Specialist	22.00
99730 - Refuse Collector	16.24
99810 - Sales Clerk	12.95
99820 - School Crossing Guard	9.90
99830 - Survey Party Chief	20.39
99831 - Surveying Aide	13.53
99832 - Surveying Technician	18.54
99840 - Vending Machine Attendant	12.95

99841 - Vending Machine Repairer
99842 - Vending Machine Repairer Helper

15.14
12.95

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your

regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is

not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Attachment A-8: TIVAS Terms and Conditions (v2)

In accordance with Section B.12.N.14 of the contract, once two (2) million borrower accounts have been collectively allocated under this contract, the following terms within this document shall apply. Unless otherwise noted herein, all other terms and conditions of the contract shall remain in full force and effect:

A. TIVAS Pricing Terms:

1. The following pricing replaces the pricing model provided in Section B.12.N.3. All pricing, including set pricing for the first 100,000 allocated borrower accounts, shall convert to the pricing below. CLINS 0001-0009 established in A.1 shall no longer apply.

The Government will set and manage the common pricing, including tier structure, below:

Status	Volume Low	Volume High	Unit Price
Borrowers in In-school Status	N/A	N/A	\$ 1.050
Borrowers in Grace or Current Repayment Status	1	3,000,000	\$ 2.110
	3,000,001	UP	\$ 1.900
Borrowers in Deferment or Forbearance	1	1,600,000	\$ 2.070
	1,600,001	UP	\$ 1.730
Borrowers 31-90 Days Delinquent	N/A	N/A	\$ 1.620
Borrowers 91-150 Days Delinquent	N/A	N/A	\$ 1.500
Borrowers 151-270 Days Delinquent	N/A	N/A	\$ 1.370
Borrowers 270+ Days Delinquent	N/A	N/A	\$ 0.500

Out year pricing will follow the methodology described utilizing the subsequent terms. There will be no set declination in pricing at the time of award.

2. The contractor shall implement an interface with the Student Loan origination and disbursement system, in accordance with Attachment A-6.

Attachment A-8: TIVAS Terms and Conditions (v2)

B. TIVAS Ongoing Allocation Methodology

The following allocation methodology shall replace the previous version provided as Attachment A-4, in its entirety:

The allocation of ongoing volume will be determined based on the performance of each servicer in relation to the other servicers awarded. While the total number of awarded servicers has not yet been determined, this methodology works with any number of servicers (as shown in examples).

Quarterly scores will be compiled for each servicer based on various performance factors; five high-level metrics, and some sub-metric categories, have been defined (see below). An average of the quarterly scores available on July 1 of each year will be used to determine the ranking of each servicer in each of the five high-level metric categories. By combining each servicer's ranking in all categories, each servicer will be given a percentage of the total new volume of Federally Held Debt to be distributed for the upcoming year.

Servicers will be informed of their allocation percentage of new volume by July 15 of each year. This allocation will become effective on August 15 of each year. The first ongoing allocation will be provided by August 15, 2010.

The allocation of ongoing volume will be determined based on the following factors:

1. Percentage of "In Repayment" Portfolio Dollars that go into default (that are 361+ days delinquent within the current quarter) – Measured as a percentage of the servicer's current Federally held portfolio
 - a. Percentage at Public Schools
 - b. Percentage at Private Schools
 - c. Percentage at Proprietary Schools
2. Percentage of unique "In Repayment" Portfolio borrowers that go into default (that are 361+ days delinquent within the current quarter) – Measured as a percentage of the servicer's current Federally held portfolio
 - a. Percentage at Public Schools
 - b. Percentage at Private Schools
 - c. Percentage at Proprietary Schools
3. Borrower Surveys
 - a. In School Borrowers
 - b. In Grace Borrowers
 - c. In Repayment Borrowers
4. School Surveys
 - a. Public Schools
 - b. Private Schools
 - c. Proprietary Schools
5. Survey of FSA personnel

Attachment A-8: TIVAS Terms and Conditions (v2)

Allocation Metric # 1 - to be measured Quarterly (calendar quarters beginning with October 1, 2009). Calculation = (Total Dollar Amount that are 361+ days delinquent within the current quarter) DIVIDED BY (Total Dollar Amount that are in Repayment and 0 to 360 days delinquent plus the Total Dollar Amount that are 361+ days only within the current quarter). All available quarterly scores in each category (1a, 1b, 1c) will be averaged together on July 1 of each year to calculate the Final Score for this allocation metric."

Allocation Metric # 2 - to be measured Quarterly (calendar quarters beginning with October 1, 2009). Calculation = (Total Count of Borrowers that are 361+ days delinquent within the current quarter) DIVIDED BY (Total Count of Borrowers that are in Repayment and 0 to 360 days delinquent plus the Total Count of Borrowers that are 361+ days only within the current quarter). All available quarterly scores in each category (2a,2b, 2c) will be averaged together on July 1 of each year to calculate the Final Score for this allocation metric."

Allocation Metric # 3 – Surveys will be conducted quarterly of borrowers in each category (In School, In Grace, and In Repayment). The survey will measure borrower satisfaction with the servicer and results will be based on a scale of 0 – 100%, with 100% representing a perfect score. FSA, or an agent of FSA will conduct surveys. All available quarterly scores in each category (3a, 3b, 3c) will be averaged together on July 1 of each year to calculate the Final Score for this allocation metric.

Allocation Metric # 4 – Surveys will be conducted quarterly of schools in each category (Public, Private, and Proprietary). The survey will measure school satisfaction with the servicer and results will be based on a scale of 0 – 100%, with 100% representing a perfect score. FSA, or an agent of FSA will conduct surveys. All available quarterly scores in each category (4a, 4b, 4c) will be averaged together on July 1 of each year to calculate the Final Score for this allocation metric.

Allocation Metric # 5 – Surveys will be conducted quarterly of FSA personnel. The survey will measure FSA satisfaction with the servicer and results will be based on a scale of 0 – 100%, with 100% representing a perfect score. FSA, or an agent of FSA will conduct surveys. All available quarterly scores will be averaged together on July 1 of each year to calculate the Final Score for this allocation metric.

Allocation Metric Score Comparison Among Servicers

The above calculation will result in a set of 5 scores for each servicer, one score in each metric category (1-Defaulted borrower dollars, 2-Defaulted borrower count, 3-Borrower Survey, 4-School Survey, 5-FSA Survey).

FSA will compare all servicers' scores in each allocation metric category and provide a ranking for each servicer in that category, with the best score in each category receiving the highest possible value and the worst score receiving the lowest possible value (highest / lowest values will be determined by the number of servicers selected --- Highest score possible will be the total number of servicers selected, lowest score will be 1).

Attachment A-8: TIVAS Terms and Conditions (v2)

Once a ranking value has been assigned to each servicer in each allocation category, all scores for a servicer will be added together to provide the “Total Score” for that servicer for the year. Each servicer will have one Total Score for each year.

Allocation of New Volume of Federally Held Debt

Each servicer will be assigned an allocation of new volume by dividing that servicer’s total score by the combined total scores of all servicers. The resulting percentage will determine each servicer’s percentage of new volume of Federally Held Debt.

The servicer’s percentage of new volume will determine the percentage of new borrowers that will be sent to the servicer for servicing (loans for existing borrowers may, to the maximum extent practicable, be sent to the servicer already holding that borrower’s other loans).

NOTE: If a servicer is out of compliance (for example, but not limited to, financial management or reporting, security, OMB Circular A-123, Legislative Mandates, Program Compliance, etc.), that servicer’s new volume may be re-allocated to one or more other servicers until compliance has been achieved. In addition, that servicer’s current account volume may be transferred to another servicer, at the non-compliant servicer’s expense.

Attachment A-8: TIVAS Terms and Conditions (v2)

C. SAMPLE - ONGOING ALLOCATION METRIC CALCULATION

The following sample allocation metric calculation shall replace the previous version provided as Attachment A-5, in its entirety:

Scenario 10 - 2 Servicers selected

FINAL SCORE BY ALLOCATION METRIC

METRIC		Servicers	
		1	2
1	Defaulted borrower count	1.10%	2.20%
2	Defaulted borrower amount	6.60%	5.50%
3	Borrower Survey	97.00%	95.00%
4	School Survey	89.00%	90.00%
5	FSA Survey	97.00%	95.00%

SERVICER RANKING BY ALLOCATION METRIC

METRIC		Servicers	
		1	2
1	Defaulted borrower count	2.0	1.0
2	Defaulted borrower amount	1.0	2.0
3	Borrower Survey	2.0	1.0
4	School Survey	1.0	2.0
5	FSA Survey	2.0	1.0

TOTAL SCORE BY SERVICER

	Servicers	
	1	2
TOTAL SCORE	8.0	7.0

ALLOCATION EACH SERIVER WILL RECEIVE

	Total Score	% of new volume Servicer will receive (Total Score / Combined Totals)	New borrowers (based on 6M total new borr)
Servicer 1	8.0	53.33%	3,200,000
Servicer 2	7.0	46.67%	2,800,000
Combined Total	15	100.00%	6,000,000

EXHIBIT 2

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NUMBER 91003120F0331P00029		3. EFFECTIVE DATE SEP 15, 2021		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (if applicable)	
6. ISSUED BY United States Department of Education Federal Student Aid/Mission Support Group 830 First St NE - Suite 91F3 Washington DC 20202 <small>Public Contact: 202-277-4043 while.taylor@ed.gov</small>		CODE FSA-FS2		7. ADMINISTERED BY (if other than Item 6) See Block 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) MISSOURI HIGHER EDUCATION LOAN AUTHORITY 633 SPIRIT DR CHESTERFIELD MO 63005				DUNS: 189396138 Cage Code: 41YN3		9A. AMENDMENT OF SOLICITATION NUMBER	
				<input checked="" type="checkbox"/>		9B. DATED (SEE ITEM 11)	
				<input type="checkbox"/>		10A. MODIFICATION OF CONTRACT/ORDER NUMBER ED-FSA-11-D-0012/91003120F0331	
CODE 00032048				FACILITY CODE		10B. DATED (SEE ITEM 13) DEC 30, 2019	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule Modification Amount: \$0.00 Modification Obligated Amount: \$0.00							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.						
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Mutual Agreement Between Both Parties						
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the Issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to incorporate Public Service Loan Forgiveness (PSLF) requirements and pricing structure into this task order. Transition-in, Implementation, and requirements changes will be implemented via subsequent Change Requests. The Contractor shall not perform nor invoice for this ...See Continuation Page							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) Jennifer Farmer Director of Federal Contracts				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Wesley Beemer, Contracting Officer 202-377-3710 Wesley.Beemer@ed.gov			
15B. CONTRACTOR/OFFEROR Jennifer Farmer <small>Digitally signed by Jennifer Farmer Date: 2021.09.16 17:37:33 -05'00'</small> (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA Wesley Beemer <small>Digitally signed by Wesley Beemer Date: 2021.09.27 16:40:15 -04'00'</small> (Signature of Contracting Officer)		16C. DATE SIGNED SEP 15, 2021	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

Continuation Page

Continued from Block 14...

modification until the Contractor has received further direction from the Contracting Officer. See attachment pages for additional details.

PSLF Requirements.
NOTE: The below high-level requirements reference a PSLF Processing Manual. This manual includes more detailed requirements for counting payments, employment certifications etc. This manual is in the process of being updated to include more recent CRs including Combined Form, Lump Sum Payments or Partial Prepayments, which all include updates to both handling employment certifications and counting qualifying and eligible payments.
The servicer shall enroll first time borrowers into the PSLF program upon request.
The servicer shall enroll any new borrower with at least one eligible loan (non-defaulted Direct Loan) in the PSLF program upon request from the borrower to be enrolled.
The servicer shall enroll any borrower based on a verbal, written, email, online, chat or fax request to enroll.
The servicer shall enroll any borrower once the borrower's employment data is submitted via the quarterly OPM/NSLDS employment data file transfer. (TBD)
The servicer shall send a PSLF enrollment package (see communications requirements) to a borrower upon initial enrollment in PSLF.
The servicer shall track the date & method of enrollment in PSLF for all borrowers enrolled. This information shall be maintained for the life of the borrower's account.
The servicer shall automatically enroll any borrower who has previously submitted a combined PSLF form if they have at least one eligible loan.
The servicer shall display the borrower's PSLF program enrollment status (PSLF enrolled or not PSLF enrolled) prominently on the borrower's online account, the PSLF portal, and every monthly billing statement.
Receipt of a combined PSLF form for a borrower with eligible loans shall result in the enrollment of the borrower in the PSLF program (if not already enrolled).
Once enrolled in PSLF, the servicer shall keep a borrower enrolled in PSLF for the life of the loan(s) unless requested by borrower or FSA to remove from enrollment.
The servicer shall perform an 'Initial PSLF Review' for every PSLF enrolled borrower.
<p>The servicer shall review the borrower's account to determine:</p> <ul style="list-style-type: none"> a) Is the borrower currently in a qualifying repayment plan or not; b) For which months has the borrower submitted certified employment information; c) Which months qualify toward PSLF and which months do not for every loan for every month going back to October 2007 (or disbursement date if after 10/1/2007). For non-qualifying months the servicer shall determine what reason(s) the month does not qualify and is there something the borrower could do to make that month qualify for PSLF (i.e. submit qualifying employment info for that month). See also PSLF_ProcessingManual.doc.; d) Which months qualify toward TEPSLF and which months do not for every loan for every month going back to October 2007 (or disbursement date if after 10/1/2007). For non-qualifying months the servicer shall determine what reason(s) the month does not qualify and is there something the borrower could do to make that month qualify for TEPSLF (i.e. submit qualifying employment info for that month). See also PSLF_ProcessingManual.doc.
The servicer shall inform the borrower of results of the review as required per PSLF communications requirements.
The servicer shall perform a 'Monthly PSLF Review' for every PSLF enrolled borrower each month.
The servicer shall review every PSLF enrolled borrower's account monthly to determine any updates to the borrower's PSLF & TEPSLF qualifying months count, repayment plan status, and progress toward forgiveness. See also PSLF_ProcessingManual.doc.
The servicer shall inform the borrower of results of the review as required per PSLF communications requirements.
The servicer shall send unique communications to borrowers who have been enrolled in PSLF.
See PSLF_CommunicationsListing for initial list of PSLF communications to be sent. This listing is not all inclusive, additional communications will be determined after award.

Attachment Page

Specific formats, triggers, and text for all communications will be determined post award.
The servicer shall create a PSLF web portal that allows borrowers to view general PSLF program information and specific PSLF account information once authenticated.
The servicer PSLF portal shall provide information about the PSLF & TEPSLF program to any user (general information shall be available even to unauthenticated/not logged in users) including: <ul style="list-style-type: none"> •Qualifying Employment •Qualifying Loans •Qualifying Repayment Plans •How to Submit PSLF Forms
The servicer shall refer borrowers to the PSLF Help Tool on StudentAid.gov for additional information related to PSLF Program Requirements and Employer Eligibility.
The servicer PSLF portal shall allow borrowers to upload and submit PSLF forms.
The servicer PSLF portal shall allow a PSLF Enrolled borrower to review and/or take actions on their account.
The servicer PSLF portal shall allow the borrower to see: how many qualifying months they have, how many additional are needed to receive forgiveness, status of current repayment plan (eligible /non-eligible), estimated date/amount of future forgiveness, and upcoming/suggested actions to be taken by the borrower and how to take each action. See Portal Sample
The servicer PSLF portal shall allow the borrower to see the PSLF status for every month of every loan to show if the month was a PSLF/TEPSLF qualifying month or not (and if not, why is it not a qualifying month).
The servicer PSLF portal shall allow the borrower to select any non-qualifying month to get additional details on why it does not qualify for PSLF/TEPSLF including an explanation what, if anything, could be done to make it qualify for PSLF or TEPSLF (i.e. provide employment certification for that month).
The servicer PSLF portal shall allow the borrower to select any non-qualifying month to request an escalated/additional review of the month as an appeal of the month not qualifying. The borrower shall be able to submit additional information to support why the month should qualify.
The servicer PSLF portal shall allow the borrower to upload a completed combined PSLF Form onto the portal as an electronic document or scanned document (as an alternative to using the online submission process).
The servicer PSLF portal shall allow for the submission of PSLF disputes/escalated issues by borrowers.
The servicer shall create a workflow process to have every dispute/escalated issue reviewed by a highly trained representative. Once the review is completed the borrower should receive a response as needed to respond to each issue raised in the dispute. FSA shall be incorporated into the workflow process to review/approve the responses.
The PSLF portal shall store the dispute & response and allow the borrower to access them.
The servicer shall provide reporting summaries and trending of all PSLF disputes to FSA on a weekly basis.
The servicer shall accept and review borrower employment information for PSLF.
The servicer shall accept employment information from the borrowers via the PSLF Combined Form (PSLF Form). The PSLF form can be submitted via the PSLF portal online submission process, uploading the PSLF form to the PSLF portal, email, fax, and/or postal mail. Employment information submitted via any method other than the PSLF portal require the use of the FSA approved PSLF form.
The servicer shall inform the borrower of receipt of the employment information as required per the PSLF communications requirements.
The servicer shall, upon receipt of the employment information via the PSLF form, determine if the employer is an eligible employer. See also PSLF_ProcessingManual.doc .

The servicer shall gain access to the Common Origination Disbursement (COD) system PSLF Employer Database Search function and maintain active status by following established system access procedures.
The servicer shall perform a review of each PSLF form received for completeness and accuracy of the employment data, and determination of the employer eligibility, using the PSLF Employer Database Search function on COD system.
The servicer shall review the PSLF form for a pre-determined code of employer eligibility. If the code is present, the servicer shall accept the employer and the borrower's period of employment as 'Eligible', without conducting a search on the PSLF Employer Database.
For forms received WITHOUT the pre-determined code of employer eligibility, the servicer shall log into the PSLF Employer Database Search function to evaluate the employer eligibility and borrower period of employment. See also PSLF Processing Manual.
The servicer shall open cases using the email-to-case functionality to notify FSA of employer adjudication reviews needed. If a PSLF form is submitted with an Employer Identifier (FEIN) that does not exist in the PSLF Employer Database or the servicer is unable to apply professional judgement to match an employer in the PSLF Employer Database Search, the servicer shall create a case for FSA review and adjudication. See also PSLF_ProcessingManual.doc .
The servicer shall accept and review PSLF Combined Forms for forgiveness.
The servicer shall accept PSLF forgiveness requests from borrowers via the PSLF Combined Form. Forgiveness requests may be submitted via the PSLF portal online submission process, uploading PSLF Combined Form documents to the PSLF portal, email, fax, and/or postal mail. PSLF Combined Forms submitted via any method other than the PSLF portal require the use of the FSA approved PSLF Combined Form.
The servicer shall inform the borrower of receipt of the forgiveness request (receipt of PSLF Combined Form) as required per PSLF communications requirements.
The servicer shall track the date, time & method of the PSLF Combined Form request for forgiveness. This information shall be maintained for the life of the borrower's account.
The servicer shall, upon receipt of forgiveness request, determine if the borrower is eligible for forgiveness/discharge. See also PSLF_ProcessingManual.doc .
The servicer shall review each loan individually to determine each loan's eligibility. Borrowers may have some eligible and some not eligible loans.
The servicer shall also review every PSLF forgiveness application for TEPSLF eligibility if the borrower is not eligible for PSLF. This additional review shall continue as long as funds remain available for the TEPSLF program.
The servicer shall review the forgiveness application provided and if the borrower is <u>not eligible</u> for forgiveness/discharge, notify the borrower per PSLF communications requirements.
The servicer shall review the forgiveness application provided and if the servicer determines the borrower <u>is eligible</u> for forgiveness/discharge based on the servicer's review, the servicer must then request FSA approval to continue with the discharge.
The servicer shall provide an automated workflow that provides FSA with all information needed to review the PSLF/TEPSLF account and provide approval or denial of the forgiveness request.
The servicer shall take appropriate action on denials/non approvals to inform the borrower.
The servicer shall provide additional information to FSA as needed to support FSA's review process.
The servicer shall apply a forbearance to the borrower's account to stop required payments ONLY if the borrower has requested the forbearance via the application (PSLF Combined Form) submission process.
The servicer shall discharge PSLF accounts that have been approved by FSA for PSLF or TEPSLF forgiveness.
Upon receipt of approval from FSA, the servicer shall discharge a borrower's eligible loan(s) for PSLF or TEPSLF forgiveness within 5 business days from FSA approval.

Discharges shall be effective on the day the final qualifying month was satisfied, any payments made after that date on the loan shall be applied to any other of the borrower's debts at the servicer. Once all other borrower debts at the servicer are paid in full, the borrower shall be refunded any payments made after the effective date.
The servicer shall refund any payments received after the discharge was effective (payments not needed to meet the 120 qualifying months of payments) if the borrower has no other debts with the servicers. If other debts exist the payments shall be applied first to those other debts and then refunded if those debts are satisfied and an overpayment exists.
The servicer shall apply a partial discharge for Joint/Spousal DL Consolidation loans if only one of the borrowers is eligible. The servicer shall discharge the amount attributable to the borrower who is qualified for PSLF/TEPSLF. The servicer should research the underlying loans to determine the remaining balance that is attributable to the qualified borrower.
The servicer shall report PSLF/TEPSLF forgiveness/discharges to the borrower (or IRS) as non-taxable income (not considered income for federal tax purposes).
The servicer shall create an escalation/dispute process for borrowers.
The servicer shall accept PSLF disputes from borrowers (via the portal, phone, email, fax, or postal mail).
The servicer shall review and respond to every PSLF dispute submitted. The servicer shall work with FSA to determine standard responses to be used as well as create a workflow to interact with FSA to respond to disputes requiring non-standard responses.
The servicer shall provide a confirmation of receipt to all disputes received to inform the borrower the dispute was received within 2 business days. If the dispute response can be sent within 2 days of confirmation of receipt is not needed.
The servicer shall resolve and respond to all disputes with resolution within 14 calendar days from receipt unless an extension is granted by FSA.
The servicer shall report PSLF information to NSLDS.
The servicer shall report the PSLF borrower information to NSLDS as defined in the NSLDS Data Provider Instructions (See NSLDS DPI).
The servicer shall report PSLF information to FMS.
The servicer shall report all PSLF discharges to FMS via the FMS interface.
The servicer shall send a WRTOFF transaction in the FMS GL summary file under reason code 1020 for all remaining principal and interest balances forgiven under the Public Service Loan Forgiveness Program once the required number of qualifying payments has been made. If the servicer is able to provide the industry sector of the public service, the servicer should send the specific WRTOFF reason codes of 1021, 1022, 1023, 1024, or 1025; otherwise the parent reason code 1020 should be sent.
The servicer shall report all TEPSLF discharges to FMS via the FMS interface.
The servicer shall send a WRTOFF transaction in the FMS GL summary file under reason code 1026 for all remaining principal and interest balances forgiven under the Public Service Loan Forgiveness Program once the required number of qualifying payments has been made.
The servicer shall respond to all inquiries about the PSLF program.
The servicer shall train representatives to respond to inquiries received about the PSLF program via all communication methods.
The servicer shall create PSLF reports and provide the reports to FSA.
The servicer shall create reports to provide summary and detailed level information about the PSLF program, including (but not limited to): Total borrowers enrolled, projected dates/amounts/volumes of forgiveness, employment certified, disputes received/resolutions, employers count/type by state, and projected & actual total borrowers/loans/amounts forgiven, etc. The servicer shall provide the required reporting to support the Combined Form Report, as defined by FSA.

The servicer shall work with FSA to determine the specific reports, format, frequency, and delivery methods of PSLF reporting.
The servicer shall conduct outreach and learning campaigns for borrowers not enrolled in PSLF as requested by FSA.
The servicer shall submit unique PSLF information communications to borrowers as requested by FSA (see communications requirements).
The servicer shall support FSA in any PSLF/TEPSLF outreach campaigns including, but not limited to customer service support, portal inquiries, calls, emails, and any needed tracking as requested.
The servicer shall promote PSLF knowledge on the PSLF portal and the servicing website by working with FSA to create outreach and social media campaigns to inform borrowers about PSLF.
The servicer shall maintain the ability to process exceptions as needed
The servicer shall override any PSLF month to be qualifying, or non-qualifying, upon request from FSA.
The servicer shall override an employer's eligibility for any period of time upon a request from FSA.
The servicer shall reverse, adjust, or apply a discharge to any loan upon a request from FSA.
The servicer shall identify PSLF enrolled borrowers impacted by major disasters (living within disaster areas) and implement exceptions for late payments that are still considered PSLF/TEPSLF qualifying payments. The servicer shall work with FSA to determine the specifics of these exceptions.
The servicer shall allow payments received from DOD, AmeriCorps (Segal Education Award), or Peace Corps to be used to pay for multiple PSLF qualifying months as allowed by regulation.
The servicer shall not allow use of the same period of service to qualify for PSLF/TEPSLF and Teacher Loan Forgiveness (TLF), Service in Areas of National Need, and the Civil Legal Attorney Assistance and Student Loan Repayment Programs.
The servicer shall record and store all PSLF/TEPSLF interactions with borrowers and employers.
The servicer shall store all incoming/outgoing documents and phone/email/chat/online interactions as borrower records.
The servicer shall complete quality reviews on all PSLF/TEPSLF work.
The servicer shall conduct quality reviews of PSLF employment determinations, application approvals and denials, customer interactions, communications, etc. on a monthly basis and report the results to FSA monthly.
The servicer shall implement corrective actions on any quality issues found to improve the process.
The servicer shall ensure PSLF/TEPSLF enrolled borrowers who have requested Direct Loan Consolidation are informed of the impact to their PSLF/TEPSLF progress.
The servicer shall send unique communications to borrowers who have been enrolled in PSLF and are interested in consolidating their loans. Also see PSLF communications requirements.
The servicer shall maintain a TEPSLF funding limit and only discharge loans for TEPSLF while funding remains available.
The servicer shall implement funding controls to ensure the TEPSLF funding limits are not exceeded.
The servicer shall accept and store the TEPSLF funding limit. This amount represents the TOTAL maximum amount of forgiveness (including the discharge amount of principal + interest + fees) that can be given for TEPSLF. This amount will be updated periodically by FSA. The PSLF servicer shall accept the updates from FSA and update the TEPSLF funding limit on the PSLF system within 2 business days of receipt. The PSLF servicer shall use the current total TEPSLF funding limit when evaluating TEPSLF eligibility.
The servicer shall incorporate an operational funding control within the TEPSLF review procedures. This operational control shall ensure that the TEPSLF review process does not approve loans if the forgiven amount will exceed the TEPSLF funding limit. The control shall be identified and included within the review/approval procedures created in requirement 1.

Attachment Page

The servicer shall implement a systematic funding control within the PSLF system. This systematic control shall edit TEPSLF forgiveness transactions in real time to ensure that the TEPSLF forgiveness transaction does not get completed if the forgiven amount of the transaction will exceed the TEPSLF funding limit.

PSLF Pricing Exhibit for CLIN 2007:

Exhibit Lines	Status	Unit	Unit Measure	Unit Rate
	Public Service Loan Forgiveness (PSLF) ¹			
D019	Approved Employment Certification Form (CR5536)	1+	EA	\$5.25
D022	Denied Application (CR5536)	1+	EA	\$8.17
D024	PSLF Email received/routed to E-PSLF@MyFedLoan.org in accordance with CR 4639 (Per Email)	1+	EA	\$4.50
D025	PSLF Call received/routed to 1-855-265-4038 in accordance with CR 4639 (Per Call)	1+	EA	\$2.00
D026	Temporary Expanded PSLF Initial Reconsideration Review in accordance with CR 4640	1+	EA	\$4.67
D027	Temporary Expanded PSLF IDR Payment Calculation in accordance with CR 4640 (CR5536)	1+	EA	\$15.17
D028	Temporary Expanded PSLF Detailed Payment Review in accordance with CR 4640 (CR5536)	1+	EA	\$52.50
D029	PSLF Transfers Limited to at least 96 months Qualified per review in accordance with CR 4687 ³	1+	EA	\$35.00
D030	PSLF Help Tool Calls to 1-855-375-2983 in accordance with CR 4875 (per call)	1+	EA	\$9.33
D031	Operational effort in accordance with CR 4782 (per record)	1+	EA	\$5.83
D032	ECF/PSLF App placed on Hold in accordance with CR 5044 (per borrower)	1+	EA	\$5.25
D033	Process Approval Form- Forgiveness CR 5536	1+	EA	\$29.07

All other terms and conditions remain unchanged and in full effect.

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007	<p>Contracting Officer: Wesley Beemer, 202-377-3710, Wesley.Beemer@ed.gov</p> <p>Primary Contracting Officer Representative: Andre Barbosa, 202-377-3332, Andre.Barbosa@ed.gov</p> <p>Alternate Contracting Officer Representative(s): Carmen Hines, 202-377-3516, carmen.hines@ed.gov Folake Reed, 202-377-3092, folake.reed@ed.gov</p> <p>Primary Technical Point of Contact: None</p> <p>Alternate Technical Point(s) of Contact: None</p> <p>(New Line Item) Incorporate Public Service Loan Forgiveness (PSLF) Requirements</p>	1.00	SE	0.00	0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NUMBER 91003120F0331P00039		3. EFFECTIVE DATE JAN 25, 2022		4. REQUISITION/PURCHASE REQUISITION NUMBER EDOFSA-22-000241	
5. PROJECT NUMBER (If applicable)		6. ISSUED BY United States Department of Education Federal Student Aid/Mission Support Group 400 First St NE - Suite 91F3 Washington DC 20202		7. ADMINISTERED BY (If other than Item 6) See Block 6	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) MISSOURI HIGHER EDUCATION LOAN AUTHORITY 633 SPIRIT DR CHESTERFIELD MO 63005		9A. AMENDMENT OF SOLICITATION NUMBER <input checked="" type="checkbox"/> (X)		9B. DATED (SEE ITEM 11) <input type="checkbox"/>	
DUNS: 189396138 Cage Code: 41YN3		10A. MODIFICATION OF CONTRACT/ORDER NUMBER ED-FSA-11-D-0012/91003120F0331		10B. DATED (SEE ITEM 13) DEC 30, 2019	
CODE 00032048		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Modification Amount: \$2,312,773.38
Modification Obligated Amount: \$2,312,773.38**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c)(1) - Contract terms and Conditions - Commercial Items (Mar 2009) - TAILORED
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Attachment Page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jennifer Farmer Director of Federal Contracts 636.578.8411 farmerj@mohela.com		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Wesley Beemer, Contracting Officer 202-377-3710 Wesley.Beemer@ed.gov	
15B. CONTRACTOR/OFFEROR Jennifer Farmer Digitally signed by Jennifer Farmer Date: 2022.01.26 16:45:38 -06'00'		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED JAN 25, 2022	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

The purpose of this modification is to implement Change Request (CR) 6116, PSLF Servicer Transition from PHEAA to MOHELA.

CR ID	PRICE	CR DESCRIPTION
6116	\$ 2,312,773.38	Changes needed in support of implementing CR 6116 to transition the role of PSLF servicer from PHEAA to MOHELA. These changes include, but are not limited to servicing of loans, supporting of the PSLF portal, communicating to borrowers, processing of forms, reporting data, processing loan discharges.

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	<p>Contracting Officer: Wesley Beemer, 202-377-3710, Wesley.Beemer@ed.gov</p> <p>Primary Contracting Officer Representative: Andre Barbosa, 202-377-3332, Andre.Barbosa@ed.gov</p> <p>Alternate Contracting Officer Representative(s): Carmen Hines, 202-377-3516, carmen.hines@ed.gov Folake Reed, 202-377-3092, folake.reed@ed.gov</p> <p>Primary Technical Point of Contact: None</p> <p>Alternate Technical Point(s) of Contact: None</p> <p>(New Line Item)</p> <p>Budget Initiative: Public Service Loan Forgiveness Development Modernization Enhancement</p> <p>CR 6116 - Public Service Loan Forgiveness Servicer Transition from PHEAA to MOHELA</p> <p>This change request is intended to provide core requirements of the Public Service Loan Forgiveness Temporary Expanded Public Service Loan Forgiveness programs to reflect the transition from PHEAA to MOHELA.</p> <p>Accounting and Appropriation Data: 0202M2022.A.2022.EN400000.6N5.2572A.NGR.000. 0000.000000 \$2,312,773.38 PR NUMBER: EDOFSA-22-000241</p>	1.00	SE	2,312,773.38	2,312,773.38

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
						1 3	
2. AMENDMENT/MODIFICATION NUMBER		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (If applicable)	
91003120F0331P00044		APR 13, 2022		EDOFSA-22-000428			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
U.S. Department of Education SA Acquisitions, 830 First St NE - Suite 91F3 Washington DC 20202 Eddie Lowe (202) 377-3714 Eddie.Lowe@ed.gov		FSA-ACQ		United States Department of Education Federal Student Aid/Mission Support Group 830 First St NE - Suite 91F3 Washington DC 20202		FSA-FS2	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)						9A. AMENDMENT OF SOLICITATION NUMBER	
MISSOURI HIGHER EDUCATION LOAN AUTHORITY 633 SPIRIT DR HESTERFIELD MO 63005				UE: N76QY63KMM18 DUNS: 189396138 Cage Code: 41YN3			
						9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NUMBER ED-FSA-11-D-0012/91003120F0331	
						10B. DATED (SEE ITEM 13)	
CODE 00032048		FACILITY CODE				DEC 30, 2019	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Modification Amount: \$17,579.00

Modification Obligated Amount: \$17,579.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c) - Contract Terms and Conditions - Commercial Items (Mar 2009) - TAILORED
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Attachment Page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

14A. NAME AND TITLE OF SIGNER (Type or print) Jennifer Farmer, Director of Federal Contracts 636.578.8411 farmerj@mohela.com		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Elvis Taylor, Contracting Officer 202-377-4013 elvis.taylor@ed.gov	
15B. CONTRACTOR/OFFEROR Jennifer Farmer Digitally signed by Jennifer Farmer Date: 2022.04.13 16:46:11 -05'00'	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA ELVIS TAYLOR Digitally signed by ELVIS TAYLOR Date: 2022.04.14 06:42:50 -04'00'	16C. DATE SIGNED APR 13, 2022
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

The following Change Request (CR) 6219 - *PSLF Escalated Borrower Servicing* shall be incorporated into Contract Number ED-FSA-11-D-0012, Task Order 20F0331, Line Item 3006.

CR ID	PRICE	CR DESCRIPTION
6219	\$17,579.00	Federal Student Aid (FSA) would like MOHELA to assist with the research of escalated Public Service Loan Forgiveness (PSLF) and Temporary Expanded Public Service Loan Forgiveness (TEPSLF) borrower cases in preparation for assuming servicing of the PSLF portfolio in the future.

The total obligated value of contract ED-FSA-11-D-0012 Task Order 91003120F0331 is increased by \$17,579.00 from \$156,584,278.15 to \$156,601,857.15

All other terms and conditions remain unchanged.

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006	<p>Contracting Officer: Elvis Taylor, 202-377-4013, elvis.taylor@ed.gov</p> <p>Primary Contracting Officer Representative: Andre Barbosa, 202-377-3332, Andre.Barbosa@ed.gov</p> <p>Alternate Contracting Officer Representative(s): Carmen Hines, 202-377-3516, carmen.hines@ed.gov Folake Reed, 202-377-3092, folake.reed@ed.gov</p> <p>Primary Technical Point of Contact: None</p> <p>Alternate Technical Point(s) of Contact: None</p> <p>(New Line Item)</p> <p>Budget Initiative: Public Service Loan Forgiveness Development Modernization Enhancement</p> <p>To provide funding for CR 6219 - Public Service Loan Forgiveness Escalated Borrower Servicing.</p> <p>Accounting and Appropriation Data: 0202M2022.A.2022.EN400000.6N5.2572A.NGR.000. 0000.000000 \$17,579.00 PR NUMBER: EDOFSA-22-000428</p>	1.00	SE	17,579.00	17,579.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES	
					1 7	
2. AMENDMENT/MODIFICATION NUMBER EDFSA11D0012P00094		3. EFFECTIVE DATE APR 22, 2022		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (If applicable)
6. ISSUED BY US Department of Education FSA - Acquisitions, 830 First St NE - Suite 91F3 Washington DC 20202 Eddie Lowe (202) 377-3714 Eddie.Lowe@ed.gov		CODE FSA-ACQ		7. ADMINISTERED BY (If other than Item 6) United States Department of Education Federal Student Aid/Mission Support Group 830 First St NE - Suite 91F3 Washington DC 20202		CODE FSA-FS2
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) MISSOURI HIGHER EDUCATION LOAN AUTHORITY 633 SPIRIT DRIVE CHESTERFIELD MO 63005				(X) 9A. AMENDMENT OF SOLICITATION NUMBER 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NUMBER EDFSA11D0012 (X) 10B. DATED (SEE ITEM 13) SEP 27, 2011		
CODE 00032048		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				Modification Amount: \$0.00 Modification Obligated Amount: \$0.00		
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.						
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.					
<input type="checkbox"/>						
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(h).					
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c) - Contract Terms and Conditions - Commercial Items (Mar 2009) - TAILORED					
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						

See Attachment Page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jennifer Farmer Director of Federal Contracts 636.578.8411, farmerj@mohela.com		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Elvis Taylor, Contracting Officer 202-377-4013 elvis.taylor@ed.gov	
15B. CONTRACTOR/OFFEROR Jennifer Farmer Digitally signed by Jennifer Farmer Date: 2022.04.22 15:13:00 -05'00'	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Digitally signed by ELVIS TAYLOR Date: 2022.04.26 09:09:36 -04'00'	16C. DATE SIGNED APR 22, 2022
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
 Prescribed by GSA FAR (48 CFR) 53.243

The purpose of this Modification to Contract Number ED-FSA-11-D-0012 is as follows.

1. To modify the pricing structure in Section B of the IDIQ Contract, previously revised per Modification (P00086), to include pricing for Change Request **(CR) 6219 - PSLF Escalated Borrower Servicing**.
2. To incorporate the requirements of **(CR) 6219 - PSLF Escalated Borrower Servicing** (Attachment A).

All other terms and conditions remain unchanged.

B.12 ADDITIONAL TERMS AND CONDITIONS**N. Additional Terms:**

3. The Government will set and manage the common pricing, including tier structure, below:

Pricing Exhibit for CLIN 1001:

Exhibit Lines	Status	Unit	Unit Measure	Unit Rate
A001	In School	1+	EA	\$1.05
A002	In Grace	1+	EA	\$1.68
A003	In Current Repayment	1+	EA	\$2.85
A004	Service Member	1+	EA	\$2.85
A005	Deferment	1+	EA	\$1.68
A006	Forbearance	1+	EA	\$1.05
A007	Delinquent 6-30 Days	1+	EA	\$2.11
A008	Delinquent 31-90 Days	1+	EA	\$1.46
A009	Delinquent 91-150 Days	1+	EA	\$1.35
A010	Delinquent 151-270 Days	1+	EA	\$1.23
A011	Delinquent 271-360 Days	1+	EA	\$0.45
A012	Delinquent 361 or more Days	1+	EA	\$0.45
A013	Postal Mailing Costs associated with Change Requests 2760, 3192, 3235, 4859, 5477 and 5505.	1+	EA	\$0.48
	Pre-Release Accessibility Testing			
A014	Pre-Release Testing Report	1+	EA	\$1,166.16
	PIV-1 Implementation			
A026	One-Time Development Cost	N/A	N/A	\$303,286.00
A027	Annual Maintenance ¹		EA	\$40,000.00
A028	Borrower Defense Discharges in accordance with CR 3368 (per borrower) ³	1+	EA	\$45.00
A029	New IDR Applications in accordance with CR 3571 (per new application) ²	1+	EA	\$3.00
A031	Borrower Defense Discharge - Other Discharge/Special Instructions in accordance CR 4280 (Per Borrower) ⁴	1+	EA	\$23.50
A032	Borrower Defense Discharge Adjustments in accordance with CR 4379 (Per Borrower)	1+	EA	\$8.05
A033	Borrower Defense Discharge Report in accordance with CR 4379 (Per Weekly Report)	1+	EA	\$27.29
A034	Borrower Defense - Updated Process in accordance with CR 4585 (Per Forbearance Request)	1+	EA	\$2.04
A035	Disaster Relief Discharge Per Borrower in accordance with CR 4583	1+	EA	\$21.07

A036	Borrower Discharge Report Update - June 2018 in accordance with CR 4716 (Per account)	1+	EA	\$13.53
A037	Borrower Defense (CEMS) - Portal Updates for Forbearance Information in accordance with CR 4753 (Per Borrower)	1+	EA	\$22.15
A038	Borrower Defense (CEMS) - Portal Updates for Discharge Information in accordance with CR 4753 (Per Borrower)	1+	EA	\$20.99
A039	Borrower Defense (CEMS) - Portal Updates for inquires in accordance with CR 4753 (Per Borrower)	1+	EA	\$22.15
A040	ACSD Processing and Operational Reporting (Phase II) in accordance with CR 5005 (Per Weekly Report)	1+	EA	\$22.00
A041	Cancer Treatment Deferment Manual Requirements for Servicers in accordance with CR 5224 (Per Borrower)	1+	EA	\$4.00
A042	Cancer Treatment Deferment Manual Requirements for Servicers in accordance with CR 5224 (Per Recertification Notice)	1+	EA	\$1.50
A043	Imminent Danger and Hostile Duty Pay - Monitoring of the automated process in accordance with CR 4859 (Per quarter)	1+	EA	\$49.23
A044	Imminent Danger and Hostile Duty Pay - Monitoring of the automated process in accordance with CR 4859 (Per quarter)	1+	EA	\$8.32
A045	Borrower Forbearance in accordance with CR 5505 (Per Borrower)	1+	EA	\$2.19
A046	Borrower Forbearance Daily Report in accordance with CR 5505 (Per Report)	1+	EA	\$36.46
A047	Borrower Forbearance Email in accordance with CR 5505 (Per Email)	1+	EA	\$0.02
A048	Borrower Forbearance Web Verbiage update in accordance with CR 5505 (Per Hour)	1+	EA	\$96.80
A049	Borrower Forbearance IVR Verbiage update in accordance with CR 5505 (Per Hour)	1+	EA	\$133.07
A050	Forbearance per borrower (CR 5654) supersedes pricing from CR 5505 ⁵	1+	EA	\$2.05
A051	Training per new analyst to perform work in accordance with CR 6219.	1+	EA	\$2,321.00
A052	Weekly Reconsideration Report Reconciliation and Delivery in accordance with CR 6219.	1+	EA	\$59.54
A053	Cost per completed Request in accordance with CR 6219.	1+	EA	\$49.75

1. PIV-fees to be billed annually. The first annual invoice for these charges may be submitted one year after implementation is complete.

2. New /OR applications received after the implementation of Change Request 3571 may be invoiced under Exhibit A029. No additional invoices may be submitted after invoices for August 2017 in accordance with CR 4289.

3. Borrower Defense Discharges can only be invoiced once per borrower.

4. Special Instructions Discharges can only be invoiced once per borrower.

5. The reduction is based on expiration of CR 5505, the initial COVID-19 Special Forbearance rate, which goes through Sept 30, 2020. The continuation of CARES Act (CR 5654) goes through December 31, 2020.

Pricing Exhibit for CLIN 1002 and Option CLIN 2002:

Exhibit Lines	Status	Unit	Unit Measure	Unit Rate
B001	Change Requests ¹	1+	EA	Negotiated

1. Price to be negotiated for each Change Request.

Pricing Exhibit for CLIN 1003 and Option CLIN 2003:

Exhibit Lines	Status	Unit	Unit Measure	Unit Rate
	Borrower Defense Support			
C015	Call Center and Web Application Support - Initial 10 Business Days ¹	1	EA	\$250,000.00
C016	Call Center Support - up to 50 calls per day after initial 10 Business Days ²	N/A	Monthly	\$7,500.00
C017	Call Center Support - per call over 50 calls per day	1+	EA	\$10.00
C018	Web Application Support - up to 250 applications per month after initial 10 Business days ²	N/A	Monthly	\$1,875.00
C019	Web Application Support - per application over 250 applications per month	1+	EA	\$7.50
C020	Email Campaign Support- Development ³		EA	\$5,000.00
C021	Email Campaign Support- per campaign	1+	EA	\$2,500.00
C022	Email Campaign Support- per email	1+	EA	\$0.01
C023	Wizard Web Forms - Development ⁴	1	EA	\$48,000.00
C024	Wizard Web Forms - per month support	1+	EA	\$1,000.00
C025	Wizard Web Forms - per Submission	1+	EA	\$7.50
C026	Postal Mail Application Support – Developments ⁵	1	EA	\$37,500.00
C027	Postal Mail Application Support - up to 1,000 applications per month	1+	Monthly	\$6,870.00
C028	Non-Borrower Defense Postal Mail - up to 100 pieces per month	1+	Monthly	\$300.00
C029	Postal Mail Application Support - per Submission above 1,000 applications per month	1+	EA	\$6.31
C030	Non-Borrower Defense Postal Mail - per piece above 100 per month	1+	EA	\$3.00
C031	Electronic Media Applications Support ⁶ - per Submission	1+	EA	\$6.25
C032	Printing of Documents from Electronic Media Submission ⁷ - per Borrower	N/A	EA	\$1.54

1. Initial 10 business days will begin on date of Department of Education announcement of the toll-free number (June 8, 2015).

2. Will start after the completion of the initial 10 business days. The invoice for the first month will be prorated if applicable.

3. One-time development price of \$5,000.

4. One-time development price of \$48,000.

5. One-time development price of \$37,500.

6. Borrower Defense Electronic Application Support (received via CD/USS-flash-drive) as described in Change Request 4377.

7. Printing documents from electronic media submission from a borrower, if needed in accordance with Change Request 4377.

(Attachment A)

CR 6219 - PSLF Escalated Borrower Servicing

Description:

Federal Student Aid (FSA) would like MOHELA to assist with the research of escalated Public Service Loan Forgiveness (PSLF) and Temporary Expanded Public Service Loan Forgiveness (TEPSLF) borrower cases in preparation for assuming servicing of the PSLF portfolio in the future.

Requirements:

- 1.0** FSA will provide MOHELA on a weekly basis a list of PSLF/TEPSLF borrower escalations that need further research.
- 2.0** MOHELA will use systems and resources made available to them to conduct the research on the borrower cases.
- 3.0** MOHELA will provide their research results of the borrower escalations to FSA on a weekly basis.
- 4.0** MOHELA shall resolve and respond to all escalations/disputes with resolution within 14 calendar days from receipt unless an extension is granted by FSA.
- 5.0** This CR shall only be applicable during the interim time period before the PSLF borrowers are officially moved to MOHELA for servicing. The standard escalation procedures will be followed once all the borrowers are on MOHELA's system.

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Contracting Officer: Elvis Taylor, 202-377-4013, elvis.taylor@ed.gov</p> <p>Primary Contracting Officer Representative: Andre Barbosa, 202-377-3332, Andre.Barbosa@ed.gov</p> <p>Alternate Contracting Officer Representative(s): Carmen Hines, 202-377-3516, carmen.hines@ed.gov</p> <p>Primary Technical Point of Contact: None</p> <p>Alternate Technical Point(s) of Contact: None</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NUMBER EDFSA11D0012P00100		3. EFFECTIVE DATE SEP 12, 2022		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (If applicable)	
6. ISSUED BY US Department of Education FSA - Acquisitions, 830 First St NE - Suite 91F3 Washington DC 20202 Eddie Lowe (202) 377-3714 Eddie.Lowe@ed.gov		CODE FSA-AQ		7. ADMINISTERED BY (If other than Item 6) United States Department of Education Federal Student Aid/Mission Support Group 830 First St NE - Suite 91F3 Washington DC 20202		CODE FSA-FS2	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) MISSOURI HIGHER EDUCATION LOAN AUTHORITY 633 SPIRIT DRIVE CHESTERFIELD MO 63005				UEI: N76QY63KMM18 DUNS: 00032048 Cage Code: 41YN3		(X) 9A. AMENDMENT OF SOLICITATION NUMBER	
						9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NUMBER EDFSA11D0012	
CODE 00032048				FACILITY CODE		10B. DATED (SEE ITEM 13) SEP 27, 2011	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 16, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers, FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule Modification Amount: \$0.00 Modification Obligated Amount: \$0.00							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.						
<input type="checkbox"/>							
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c) - Contract Terms and Conditions - Commercial Items (Mar 2009) - TAILORED						
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UGF section headings, including solicitation/contract subject matter where feasible.)							

See Attachment Page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jennifer Farmer Director of Federal Contracts farmerj@mohela.com 636.578.8411		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Nicholas Martinelli, Contracting Officer 202-826-4929 Nicholas.Martinelli@ed.gov	
15B. CONTRACTOR/OFFEROR Jennifer Farmer Digitally signed by Jennifer Farmer Date: 2022.09.12 16:16:41 -05'00'	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA NICHOLAS MARTINELLI Digitally signed by NICHOLAS MARTINELLI Date: 2022.09.12 19:26:57 -04'00'	16C. DATE SIGNED SEP 12, 2022
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

Attachment Page

The purpose of this Modification to Contract Number ED-FSA-11-D-0012 is as follows.

1. To incorporate Public Service Loan Forgiveness (PSLF) into the contract.
2. To add PSLF pricing structure into Section B of the IDIQ Contract, previously revised per Modification (P00099). *The PSLF unit rates are retroactive to July 1, 2022.*

All other terms and conditions remain unchanged.

Attachment Page

B.12 ADDITIONAL TERMS AND CONDITIONS

N. Additional Terms:

3. The Government will set and manage the common pricing, including tier structure, below:

Pricing Exhibit for CLIN 1001:

Exhibit Lines	Status	Unit	Unit Measure	Unit Rate
A001	In School	1+	EA	\$1.05
A002	In Grace	1+	EA	\$1.68
A003	In Current Repayment	1+	EA	\$2.85
A004	Service Member	1+	EA	\$2.85
A005	Deferment	1+	EA	\$1.68
A006	Forbearance	1+	EA	\$1.05
A007	Delinquent 6-30 Days	1+	EA	\$2.11
A008	Delinquent 31-90 Days	1+	EA	\$1.46
A009	Delinquent 91-150 Days	1+	EA	\$1.35
A010	Delinquent 151-270 Days	1+	EA	\$1.23
A011	Delinquent 271-360 Days	1+	EA	\$0.45
A012	Delinquent 361 or more Days	1+	EA	\$0.45
A013	Postal Mailing Costs associated with Change Requests 2760, 3192, 3235, 4859, 5477, 5505, 6248 and 6385.	1+	EA	\$0.48
	Pre-Release Accessibility Testing			
A014	Pre-Release Testing Report	1+	EA	\$1,166.16
	PIV-1 Implementation			
A026	One-Time Development Cost	N/A	N/A	\$303,286.00
A027	Annual Maintenance ¹		EA	\$40,000.00
A028	Borrower Defense Discharges in accordance with CR 3368 (per borrower) ³	1+	EA	\$45.00
A029	New IDR Applications in accordance with CR 3571 (per new application) ²	1+	EA	\$3.00
A031	Borrower Defense Discharge - Other Discharge/Special Instructions in accordance CR 4280 (Per Borrower) ⁴	1+	EA	\$23.50
A032	Borrower Defense Discharge Adjustments in accordance with CR 4379 (Per Borrower)	1+	EA	\$8.05
A033	Borrower Defense Discharge Report in accordance with CR 4379 (Per Weekly Report)	1+	EA	\$27.29
A034	Borrower Defense - Updated Process in accordance with CR 4585 (Per Forbearance Request)	1+	EA	\$2.04
A035	Disaster Relief Discharge Per Borrower in accordance with CR 4583	1+	EA	\$21.07

Attachment Page

A036	Borrower Discharge Report Update - June 2018 in accordance with CR 4716 (Per account)	1+	EA	\$13.53
A037	Borrower Defense (CEMS) - Portal Updates for Forbearance Information in accordance with CR 4753 (Per Borrower)	1+	EA	\$22.15
A038	Borrower Defense (CEMS) - Portal Updates for Discharge Information in accordance with CR 4753 (Per Borrower)	1+	EA	\$20.99
A039	Borrower Defense (CEMS) - Portal Updates for Inquires in accordance with CR 4753 (Per Borrower)	1+	EA	\$22.15
A040	ACSD Processing and Operational Reporting (Phase II) in accordance with CR 5005 (Per Weekly Report)	1+	EA	\$22.00
A041	Cancer Treatment Deferment Manual Requirements for Servicers in accordance with CR 5224 (Per Borrower)	1+	EA	\$4.00
A042	Cancer Treatment Deferment Manual Requirements for Servicers in accordance with CR 5224 (Per Recertification Notice)	1+	EA	\$1.50
A043	Imminent Danger and Hostile Duty Pay - Monitoring of the automated process in accordance with CR 4859 (Per quarter)	1+	EA	\$49.23
A044	Imminent Danger and Hostile Duty Pay - Monitoring of the automated process in accordance with CR 4859 (Per quarter)	1+	EA	\$8.32
A045	Borrower Forbearance in accordance with Change Requests 5505 and 6274 (Per Borrower)	1+	EA	\$2.19
A046	Borrower Forbearance Daily Report in accordance with CR 5505 (Per Report)	1+	EA	\$36.46
A047	Borrower Forbearance Email in accordance with Change Requests 5505, 6248 and 6385 (Per Email)	1+	EA	\$0.02
A048	Borrower Forbearance Web Verblage update in accordance with CR 5505 (Per Hour)	1+	EA	\$96.80
A049	Borrower Forbearance IVR Verblage update in accordance with CR 5505 (Per Hour)	1+	EA	\$133.07
A050	Forbearance per borrower (CR 5654) supersedes pricing from CR 5505 ⁵	1+	EA	\$2.05
A051	Completion and Submission of Each Monthly Borrower Defense Response File and Compliance Statement in accordance with CR 5379 (per file)	1+	EA	\$343.95
A052	Process of Forbearance in accordance with CR 5379 (per borrower)	1+	EA	\$2.33
A053	Completion and Submission of Each Adverse Credit Response File in accordance with CR 5379 (per file)	1+	EA	\$255.83
A054	Processing of Adverse Credit Updates in accordance with CR 5379 (per borrower)	1+	EA	\$0.299
A055	Per AUD Submitted in accordance with CR 5379 (per AUD)	1+	EA	\$0.10
A056	Completion and Submission of Each Refund Response File in accordance with CR 5379 (per file)	1+	EA	\$99.54

Attachment Page

A057	Processing of Refunds in accordance with CR 5379 (per borrower)	1+	EA	\$1.88
A058	Training per new analyst to perform work in accordance with CR 6219.	1+	EA	\$2,321.00
A059	Weekly Reconsideration Report Reconciliation and Delivery in accordance with CR 6219.	1+	EA	\$59.54
A060	Cost per completed Request in accordance with CR 6219.	1+	EA	\$49.75
A061	Return to Repayment Paper Correspondence in accordance with Change Requests 6248 and 6385, (Paper/Envelope/Handling)	1+	EA	\$0.0629
A062	Per dispute per loan in accordance with CR 6051.	1+	EA	\$2.07

1. PIV costs to be billed annually. The first annual invoice for these charges may be submitted one year after implementation is complete.

2. New /OR applications received after the implementation of Change Request 3571 may be invoiced under Exhibit A029. No additional invoices may be submitted after invoices for August 2017 in accordance with CR 4289.

3. Borrower Defense Discharges can only be invoiced once per borrower.

4. Special Instructions Discharges can only be invoiced once per borrower.

5. The reduction is based on expiration of CR 5505, the Initial COVID-19 Special Forbearance rate, which goes through Sept 30, 2020. The continuation of CARES Act (CR 5554) goes through December 31, 2020.

Pricing Exhibit for CLIN 1002 and Option CLIN 2002:

Exhibit Lines	Status	Unit	Unit Measure	Unit Rate
B001	Change Requests ¹	1+	EA	Negotiated

1. Price to be negotiated for each Change Request.

Pricing Exhibit for CLIN 1003 and Option CLIN 2003:

Exhibit Lines	Status	Unit	Unit Measure	Unit Rate
	Borrower Defense Support			
C015	Call Center and Web Application Support - Initial 10 Business Days ¹	1	EA	\$250,000.00
C016	Call Center Support - up to 50 calls per day after Initial 10 Business Days ²	N/A	Monthly	\$7,500.00
C017	Call Center Support - per call over 50 calls per day	1+	EA	\$10.00
C018	Web Application Support - up to 250 applications per month after Initial 10 Business days ²	N/A	Monthly	\$1,875.00
C019	Web Application Support - per application over 250 applications per month	1+	EA	\$7.50
C020	Email Campaign Support- Development ³		EA	\$5,000.00
C021	Email Campaign Support- per campaign	1+	EA	\$2,500.00
C022	Email Campaign Support- per email	1+	EA	\$0.01
C023	Wizard Web Forms - Development ⁴	1	EA	\$48,000.00
C024	Wizard Web Forms - per month support	1+	EA	\$1,000.00
C025	Wizard Web Forms - per Submission	1+	EA	\$7.50

Attachment Page

C026	Postal Mail Application Support – Developments ⁵	1	EA	\$37,500.00
C027	Postal Mail Application Support - up to 1,000 applications per month	1+	Monthly	\$6,870.00
C028	Non-Borrower Defense Postal Mail - up to 100 pieces per month	1+	Monthly	\$300.00
C029	Postal Mail Application Support - per Submission above 1,000 applications per month	1+	EA	\$6.31
C030	Non-Borrower Defense Postal Mail - per piece above 100 per month	1+	EA	\$3.00
C031	Electronic Media Applications Support ⁶ - per Submission	1+	EA	\$6.25
C032	Printing of Documents from Electronic Media Submission ⁷ - per Borrower	N/A	EA	\$1.54
C033	Borrower Defense outbound call attempts in accordance with CR 6312. (Per call) ⁸	1+	EA	\$1.62
C034	Borrower Defense discharge in accordance with CR 6346. (Per Group)	1+	EA	\$45.00

1. Initial 10 business days will begin on date of Department of Education announcement of the toll-free number (June 8, 2015).
2. Will start after the completion of the initial 10 business days. The invoice for the first month will be prorated if applicable.
3. One-time development price of \$5,000.
4. One-time development price of \$48,000.
5. One-time development price of \$37,500.
6. Borrower Defense Electronic Application Support (received via CD/USB-flash-drive) as described in Change Request 4377.
7. Printing documents from electronic media submission from a borrower, if needed in accordance with Change Request 4377.
8. The number of call attempts will not exceed a maximum of two.

Pricing Exhibit for CLIN 1004 and Option CLIN 2004:

Exhibit Lines	Status	Unit	Unit Measure	Unit Rate
	Public Service Loan Forgiveness (PSLF)			
D019	Approved Employment Certification Form (CR 5536)	1+	EA	\$19.08
	PSLF Discharge Application for Forgiveness			
D022	Denied Application (CR 5536)	1+	EA	\$19.08
D025	PSLF Call received/routed to 1-855-265-4038 in accordance with CR 4639 (Per Call)	1+	EA	\$4.50
D026	Temporary Expanded PSLF Initial Reconsideration Review in accordance with CR 4640	1+	EA	\$4.67
D027	Temporary Expanded PSLF (DR) Payment Calculation in accordance with CR 4640 (CR 5536)	1+	EA	\$15.17
D028	Temporary Expanded PSLF/PSLF Detailed Payment Review in accordance with CR 4640 (CR 5536)	1+	EA	\$52.50
D032	ECF/PSLF App placed on Hold in accordance with CR 5044 (per borrower)	1+	EA	\$5.25
D033	Process Approved Form Forgiveness CR 5536	1+	EA	\$23.82

Attachment Page

D034	Direct to Discharge Processing to PSLF	1*	EA	\$23.82
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SCHEDULE Continued					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Contracting Officer: Nicholas Martinelli, 202-826-4929, Nicholas.Martinelli@ed.gov Primary Contracting Officer Representative: Andre Barbosa, 202-377-3332, Andre.Barbosa@ed.gov Alternate Contracting Officer Representative(s): None Primary Technical Point of Contact: None Alternate Technical Point(s) of Contact: None				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NUMBER		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (If applicable)	
91003120F0331P00058		SEP 26, 2022		EDOFSA-22-000936			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
US Department of Education FSA - Acquisitions, 830 First St NE - Suite 91F3 Washington DC 20202 Eddie Lowe (202) 377-3714 Eddie.Lowe@ed.gov		FSA-ACQ		United States Department of Education Federal Student Aid/Mission Support Group 830 First St NE - Suite 91F3 Washington DC 20202		FSA-FS2	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)				9A. AMENDMENT OF SOLICITATION NUMBER			
MISSOURI HIGHER EDUCATION LOAN AUTHORITY 633 SPIRIT DR CHESTERFIELD MO 63005				UEI: N76QY63KMM18 DUNS: 00032048 Cage Code: 41YN3			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NUMBER ED-FSA-11-D-0012/91003120F0331			
				10B. DATED (SEE ITEM 13)			
CODE 00032048		FACILITY CODE		DEC 30, 2019			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Modification Amount: \$153,356.99

Modification Obligated Amount: \$153,356.99

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c) - Contract Terms and Conditions - Commercial Items (Mar 2009) - TAILORED
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Attachment Page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jennifer Farmer Director of Federal Contracts 636.578.8411 farmerj@mohela.com		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Elvis Taylor, Contracting Officer 202-377-4013 elvis.taylor@ed.gov	
15B. CONTRACTOR/OFFEROR Digitally signed by Jennifer Farmer Date: 2022.09.26 17:16:32 -05'00'	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Digitally signed by ELVIS TAYLOR Date: 2022.09.26 19:13:18 -04'00'	16C. DATE SIGNED SEP 26, 2022
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

The following Change Request **CR 6391 - Servicer Discharge Request Process** shall be incorporated into Contract Number ED-FSA-11-D-0012 Task Order 91003120F0331, Line Item 3019.

CR ID	PRICE	CR DESCRIPTION
6391	\$126,926.66	The purpose of this change request is to implement a process to request large volumes of Pandemic-connected borrower discharges that allow FSA to provide the requests to the needed vendors. The process will allow for Pandemic-connected discharges to be provided which provide the information needed for the vendor to process the discharge (per FSA instructions) and respond to FSA on the results.

The following Change Request **CR 6401 - Limited PSLF Waiver Closeout** shall be incorporated into Contract Number ED-FSA-11-D-0012 Task Order 91003120F0331, Line Item 3020.

CR ID	PRICE	CR DESCRIPTION
6401	\$26,430.33	The purpose of this change request is to ensure Per limited PSLF waiver (LPW), borrowers who have a Direct Loan (either already have a Direct Loan or have submitted a consolidation application) and have submitted a PSLF Form no later than 10/31/2022, will be eligible for LPW treatment. With the LPW closeout, NSLDS and the PSLF servicer will need to identify the borrower population still eligible for limited waiver. All other borrowers, post 11/1/2022, will be serviced under traditional PSLF and TEPSLF rules.

The total obligated value of contract ED-FSA-11-D-0012 Task Order 91003120F0331 is increased by \$153,356.99 from \$257,774,985.25 to \$257,928,342.24.

All other terms and conditions remain unchanged.

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3019	<p>Contracting Officer: Elvis Taylor, 202-377-4013, elvis.taylor@ed.gov</p> <p>Primary Contracting Officer Representative: Andre Barbosa, 202-377-3332, Andre.Barbosa@ed.gov</p> <p>Alternate Contracting Officer Representative(s): Carmen Hines, 202-377-3516, carmen.hines@ed.gov Folake Reed, 202-377-3092, folake.reed@ed.gov</p> <p>Primary Technical Point of Contact: None</p> <p>Alternate Technical Point(s) of Contact: None</p> <p>(New Line Item)</p> <p>Budget Initiative: Pandemic Connected Loan Discharge Development Maintenance Enhancement</p> <p>To provide funding for CR 6391 - Servicer Discharge Request Process.</p> <p>Accounting and Appropriation Data: 0202N2021.B.2022.EN400000.6AB.2572A.ZDZ.000. 0000.000000 \$126,926.66 PR NUMBER: EDOFSA-22-000936</p> <p>(New Line Item)</p> <p>Budget Initiative: Public Service Loan Forgiveness (PSLF) DME</p> <p>To provide funding for CR 6401 - Limited PSLF Waiver Closeout.</p> <p>Funding Period from 9/20/22 to 12/31/22.</p> <p>Accounting and Appropriation Data: 0202M2022.A.2022.EN400000.6N5.2572A.NGR.000. 0000.000000 \$26,430.33 PR NUMBER: EDOFSA-22-001084</p>	1.00	SE	126,926.66	126,926.66
3020	<p>To provide funding for CR 6401 - Limited PSLF Waiver Closeout.</p> <p>Funding Period from 9/20/22 to 12/31/22.</p> <p>Accounting and Appropriation Data: 0202M2022.A.2022.EN400000.6N5.2572A.NGR.000. 0000.000000 \$26,430.33 PR NUMBER: EDOFSA-22-001084</p>	1.00	SE	26,430.33	26,430.33

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES		
					1 3		
2. AMENDMENT/MODIFICATION NUMBER		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (If applicable)	
91003120F0331P00070		JAN 23, 2023		EDOFSA-23-000165			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
US Department of Education		FSA-ACQ		United States Department of Education		FSA-FS2	
FSA - Acquisitions, 830 First St NE - Suite 91F3				Federal Student Aid/Mission Support Group			
Washington DC 20202				830 First St NE - Suite 91F3			
Eddie Lowe (202) 377-3714 Eddie.Lowe@ed.gov				Washington DC 20202			
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NUMBER	
MISSOURI HIGHER EDUCATION LOAN AUTHORITY				UEI: N76QY63KMM18			
633 SPIRIT DR				DUNS: 00032048			
CHESTERFIELD MO 63005				Cage Code: 41YN3			
						9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NUMBER	
						ED-FSA-11-D-0012/91003120F0331	
				(X)		10B. DATED (SEE ITEM 13)	
CODE 00032048				FACILITY CODE		DEC 30, 2019	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Modification Amount: \$81,428.72

Modification Obligated Amount: \$81,428.72

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c) - Contract Terms and Conditions - Commercial Items (Mar 2009) - TAILORED
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Attachment Page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Jennifer Farmer		Eddie Lowe, Contracting Officer	
Director of Federal Contracts		(202) 377-3714 Eddie.Lowe@ed.gov	
636.578.8411 farmerj@mohela.com			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Jennifer Farmer		EDDIE LOWE	JAN 23, 2023
Digitally signed by Jennifer Farmer		Digitally signed by EDDIE LOWE JR	
Date: 2023.01.23 15:48:13 -06'00'		Date: 2023.01.24 10:23:37 -05'00'	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

The following Change Request (**CR**) 6477 - PSLF Interface for Electronic PSLF Form Submissions Phase I shall be incorporated into Contract Number ED-FSA-11-D-0012, Task Order 91003120F0331, Line Item 4009.

CR ID	PRICE	CR DESCRIPTION
6477	\$81,428.72	The purpose of this modification is to provide borrowers with an additional option to submit the PSLF application to the PSLF Servicer from StudentAid.gov when the borrower and employer e-sign the application. The data from the completed PSLF applications will be saved in COD and the application (borrower/employer) metadata will be sent to the PSLF Servicer electronically via SAIG if the employer is eligible.

The total obligated value of contract ED-FSA-11-D-0012 Task Order 91003120F0331 is increased by \$81,428.72 from \$322,967,463.44 to \$323,048,892.16.

All other terms and conditions remain unchanged.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009	<p>Contracting Officer: Eddie Lowe, (202) 377-3714, Eddie.Lowe@ed.gov</p> <p>Primary Contracting Officer Representative: Andre Barbosa, 202-377-3332, Andre.Barbosa@ed.gov</p> <p>Alternate Contracting Officer Representative(s): Carmen Hines, 202-377-3516, carmen.hines@ed.gov Folake Reed, 202-377-3092, folake.reed@ed.gov</p> <p>Primary Technical Point of Contact: None</p> <p>Alternate Technical Point(s) of Contact: None</p> <p>(New Line Item) Budget Initiative: Public Service Loan Forgiveness (PSLF) DME</p> <p>To provide funding for CR 6477 - PSLF Interface for Electronic PSLF Form Submissions Phase I.</p> <p>Funding Period: 2/20/2022 through February 2/19/2023</p> <p>Accounting and Appropriation Data: 0202M2023.A.2023.EN400000.6N5.2572A.NGR.000. 0000.000000 \$81,428.72 PR NUMBER: EDOFSA-23-000165</p>	1.00	SE	81,428.72	81,428.72

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

Modification Amount: \$0.00
Modification Obligated Amount: \$0.00

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
-----------	-----------------------------------------------------------------------------------------------------------------------------------------------------

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

Previous edition unusable STANDARD FORM 30 (REV. 11/2016)

The purpose of this Modification to Contract Number ED-FSA-11-D-0012 is as follows.

1. To modify the pricing structure in Section B of the IDIQ Contract, previously revised per Modification (P00106), to include ongoing pricing for Change Request *(CR) 6477 - PSLF Interface for Electronic PSLF Form Submissions Phase I*.
2. To incorporate the requirements of *(CR) CR 6477 - PSLF Interface for Electronic PSLF Form Submissions Phase I* (Attachment A).

All other terms and conditions remain unchanged.

B.12 ADDITIONAL TERMS AND CONDITIONS

N. Additional Terms:

1. The Government will set and manage the common pricing, including tier structure, below:

Pricing Exhibit for CLIN 1001:

Exhibit Lines	Status	Unit	Unit Measure	Unit Rate
A001	In School	1+	EA	\$1.13820
A002	In Grace	1+	EA	\$1.82102
A003	In Current Repayment	1+	EA	\$3.08921
A004	Service Member	1+	EA	\$3.08921
A005	Deferment	1+	EA	\$1.82102
A006	Forbearance	1+	EA	\$1.13820
A007	Delinquent 6-30 Days	1+	EA	\$2.28701
A008	Delinquent 31-90 Days	1+	EA	\$1.58267
A009	Delinquent 91-150 Days	1+	EA	\$1.46339
A010	Delinquent 151-270 Days	1+	EA	\$1.33329
A011	Delinquent 271-360 Days	1+	EA	\$0.48783
A012	Delinquent 361 or more Days	1+	EA	\$0.48783
A013	Postal Mailing Costs associated with Change Requests 2760, 3192, 3235, 4859, 5477, 5505, 6248, 6373, 6385, 6391, 6427, 6498 and 6477.	1+	EA	\$0.52028
	Pre-Release Accessibility Testing			
A014	Pre-Release Testing Report	1+	EA	\$1,251.49446
	PIV-1 Implementation			
A026	One-Time Development Cost	N/A	N/A	\$303,286.00
A027	Annual Maintenance ¹		EA	\$42,927.02400
A028	Borrower Defense Discharges in accordance with CR 3368 (per borrower) ³	1+	EA	\$48.29290
A029	New IDR Applications in accordance with CR 3571 (per new application) ²	1+	EA	\$3.21953
A031	Borrower Defense Discharge - Other Discharge/Special Instructions in accordance CR 4280 (Per Borrower) ⁴	1+	EA	\$25.21963
A032	Borrower Defense Discharge Adjustments in accordance with CR 4379 (Per Borrower)	1+	EA	\$8.63906
A033	Borrower Defense Discharge Report in accordance with CR 4379 (Per Weekly Report)	1+	EA	\$29.28696
A034	Borrower Defense - Updated Process in accordance with CR 4585 (Per Forbearance Request)	1+	EA	\$2.18928
A035	Disaster Relief Discharge Per Borrower in accordance with CR 4583	1+	EA	\$22.61181

A036	Borrower Discharge Report Update - June 2018 in accordance with CR 4716 (Per account)	1+	EA	\$14.52007
A037	Borrower Defense (CEMS) - Portal Updates for Forbearance Information in accordance with CR 4753 (Per Borrower)	1+	EA	\$23.77084
A038	Borrower Defense (CEMS) - Portal Updates for Discharge Information in accordance with CR 4753 (Per Borrower)	1+	EA	\$22.52596
A039	Borrower Defense (CEMS) - Portal Updates for Inquires in accordance with CR 4753 (Per Borrower)	1+	EA	\$23.77084
A040	ACSD Processing and Operational Reporting (Phase II) in accordance with CR 5005 (Per Weekly Report)	1+	EA	\$23.51580
A041	Cancer Treatment Deferment Manual Requirements for Servicers in accordance with CR 5224 (Per Borrower)	1+	EA	\$4.27560
A042	Cancer Treatment Deferment Manual Requirements for Servicers in accordance with CR 5224 (Per Recertification Notice)	1+	EA	\$1.60335
A043	Imminent Danger and Hostile Duty Pay - Monitoring of the automated process in accordance with CR 4859 (Per quarter)	1+	EA	\$52.62195
A044	Imminent Danger and Hostile Duty Pay - Manual application of benefit (fall out) in accordance with CR 4859 (Per Borrower)	1+	EA	\$8.89325
A045	Borrower Forbearance in accordance with Change Requests 5505 and 6274 (Per Borrower)	1+	EA	\$2.19
A046	Borrower Forbearance Daily Report in accordance with CR 5505 (Per Report)	1+	EA	\$36.46
A047	Email in accordance with Change Requests 5505, 6248, 6373, 6385, 6427, 6498 and 6477. (Per Email)	1+	EA	\$0.02
A048	Borrower Forbearance Web Verbiage update in accordance with CR 5505 (Per Hour)	1+	EA	\$96.80
A049	Borrower Forbearance IVR Verbiage update in accordance with CR 5505 (Per Hour)	1+	EA	\$133.07
A050	Forbearance per borrower (CR 5654) supersedes pricing from CR 5505 ⁵	1+	EA	\$2.05
A051	Completion and Submission of Each Monthly Borrower Defense Response File and Compliance Statement in accordance with CR 5379 (per file)	1+	EA	\$367.64816
A052	Process of Forbearance in accordance with CR 5379 (per borrower)	1+	EA	\$2.49054
A053	Completion and Submission of Each Adverse Credit Response File in accordance with CR 5379 (per file)	1+	EA	\$273.45669
A054	Processing of Adverse Credit Updates in accordance with CR 5379 (per borrower)	1+	EA	\$0.31960
A055	Per AUD Submitted in accordance with CR 5379 (per AUD)	1+	EA	\$0.10689
A056	Completion and Submission of Each Refund Response File in accordance with CR 5379 (per file)	1+	EA	\$106.39831

A057	Processing of Refunds in accordance with CR 5379 (per borrower)	1+	EA	\$2.00953
A058	Training per new analyst to perform work in accordance with CR 6219.	1+	EA	\$2,321.00
A059	Weekly Reconsideration Report Reconciliation and Delivery in accordance with CR 6219.	1+	EA	\$59.54
A060	Cost per completed Request in accordance with CR 6219.	1+	EA	\$49.75
A061	Return to Repayment Paper Correspondence in accordance with Change Requests 6248, 6373, 6385, 6427 and 6498. (Paper/Envelope/Handling)	1+	EA	\$0.0629
A062	Per dispute per loan in accordance with CR 6051.	1+	EA	\$2.07
A063	For processing of Debt Relief Discharge files – first ten (10) under CR 6391 ⁶ (NTE \$72,000.00)	1+	EA	\$7,200.00
A064	For processing of Debt Relief Discharge files – eleven (11+) under CR 6391 ⁶ (NTE \$100,000.00)	1+	EA	\$5,000.00
A065	For processing of Debt Relief Discharge refunds for borrowers received through transfer after 3/13/2020 that also have made payments since 3/13/2020 – per borrower under CR 6391 ⁶ (NTE \$3,650,000.00)	1+	EA	\$3.24
A066	For PHEAA to process a batch of re-amortizations through a data change request (DCR's) in accordance with CR 6427. (Per hour)	1+	EA	\$135.12

1. PIV-fcosts to be billed annually. The first annual invoice for these charges may be submitted one year after implementation is complete.
2. New /OR applications received after the implementation of Change Request 3571 may be invoiced under Exhibit A029. No additional invoices may be submitted after invoices for August 2017 in accordance with CR 4289.
3. Borrower Defense Discharges can only be invoiced once per borrower.
4. Special Instructions Discharges can only be invoiced once per borrower.
5. The reduction is based on expiration of CR 5505, the initial COVID-19 Special Forbearance rate, which goes through Sept 30, 2020. The continuation of CARES Act (CR 5654) goes through December 31, 2020.
6. No servicer can perform over the CLIN ceilings without authorization from the Contracting Officer. The servicer must notify the Contracting Officer in writing when it reaches 75% of any CLIN funding ceiling.

Pricing Exhibit for CLIN 1002 and Option CLIN 2002:

Exhibit Lines	Status	Unit	Unit Measure	Unit Rate
B001	Change Requests ¹	1+	EA	Negotiated

1. Price to be negotiated for each Change Request.

Pricing Exhibit for CLIN 1003 and Option CLIN 2003:

Exhibit Lines	Status	Unit	Unit Measure	Unit Rate
	Borrower Defense Support			
C015	Call Center and Web Application Support - Initial 10 Business Days ¹	1	EA	\$250,000.00
C016	Call Center Support - up to 50 calls per day after initial 10 Business Days ²	N/A	Monthly	\$7,500.00
C017	Call Center Support - per call over 50 calls per day	1+	EA	\$10.00
C018	Web Application Support - up to 250 applications per month after initial 10 Business days ²	N/A	Monthly	\$1,875.00

C019	Web Application Support - per application over 250 applications per month	1+	EA	\$7.50
C020	Email Campaign Support- Development ³		EA	\$5,000.00
C021	Email Campaign Support- per campaign	1+	EA	\$2,500.00
C022	Email Campaign Support- per email	1+	EA	\$0.01
C023	Wizard Web Forms - Development ⁴	1	EA	\$48,000.00
C024	Wizard Web Forms - per month support	1+	EA	\$1,000.00
C025	Wizard Web Forms - per Submission	1+	EA	\$7.50
C026	Postal Mail Application Support – Developments ⁵	1	EA	\$37,500.00
C027	Postal Mail Application Support - up to 1,000 applications per month	1+	Monthly	\$6,870.00
C028	Non-Borrower Defense Postal Mail - up to 100 pieces per month	1+	Monthly	\$300.00
C029	Postal Mail Application Support - per Submission above 1,000 applications per month	1+	EA	\$6.31
C030	Non-Borrower Defense Postal Mail - per piece above 100 per month	1+	EA	\$3.00
C031	Electronic Media Applications Support ⁶ - per Submission	1+	EA	\$6.25
C032	Printing of Documents from Electronic Media Submission ⁷ - per Borrower	N/A	EA	\$1.54
C033	Fresh Start Plus outbound call attempts in accordance with CR 6312. (Per call) ⁸	1+	EA	\$1.62
C034	For processing of Borrower Defense Group Discharges for borrowers that have made payments – per borrower under CR 6346.	1+	EA	\$45.00 \$10.64

1. Initial 10 business days will begin on date of Department of Education announcement of the toll-free number (June 8, 2015).

2. Will start after the completion of the initial 10 business days. The invoice for the first month will be prorated if applicable.

3. One-time development price of \$5,000.

4. One-time development price of \$48,000.

5. One-time development price of \$37,500.

6. Borrower Defense Electronic Application Support (received via CD/USB-flash-drive) as described in Change Request 4377.

7. Printing documents from electronic media submission from a borrower, if needed in accordance with Change Request 4377.

8. The number of call attempts will not exceed a maximum of two.

Pricing Exhibit for CLIN 1004 and Option CLIN 2004:

Exhibit Lines	Status	Unit	Unit Measure	Unit Rate
	Public Service Loan Forgiveness (PSLF)			
D019	Approved Employment Certification Form <u>CR 5536</u> and manually processed forms for CR 6477 ² .	1+	EA	\$19.08
	PSLF Discharge Application for Forgiveness			
D022	Denied Application CR 5536 and manually processed forms for CR 6477 ² .	1+	EA	\$19.08
D025	PSLF Call received/routed to 1-855-265-4038 in accordance with CR 4639 (Per Call)	1+	EA	\$4.50

D026	Temporary Expanded PSLF Initial Reconsideration Review in accordance with CR 4640	1+	EA	\$4.67
D027	Temporary Expanded PSLF IDR Payment Calculation in accordance with CR 4640 and CR 5536.	1+	EA	\$15.17
D028	Temporary Expanded PSLF/PSLF Detailed Payment Review in accordance with CR 4640 and CR 5536.	1+	EA	\$52.50
D032	ECF/PSLF App placed on Hold in accordance with CR 5044 and CR 6477 ² (per borrower)	1+	EA	\$5.25
D033	Process Approved Form-Forgiveness CR 5536	1+	EA	\$23.82
D034	Direct to Discharge Processing to PSLF	1+	EA	\$23.82
D035	Daily PSLF Electronic Form Submission File Processing in accordance with CR 6477. ¹	1+	EA	\$36.46

1. The fee will only be paid on days the report is transmitted to MOHELA and the fee includes all costs to load, monitor, process the file, and resolve transmission issues from FSA.
2. MOHELA must provide supporting documentation with the billing invoice including borrower listing by SSN, date MOHELA received the file, and reason for manual processing for all borrowers that fall out of the automated process and required billing.

TEACH Pricing Exhibit for CLIN 2008:

Exhibit Lines	Status	Unit	Unit Measure	Unit Rate
	TEACH			
E021	Borrowers in TEACH Grant Status	1+	EA	\$1.05
E022	Per Record Rebuilt	1+	EA	\$105.00
E041	TEACH Grant-Disaster Affected Recipients Record Rebuild in accordance with CR 4803 (per borrower)	1+	EA	\$105.00
E042	TEACH Grant - Disaster Affected Recipients Suspension Application in accordance with CR 4803 (per borrower)	1+	EA	\$11.90
E043	TEACH Grant Conversion - Call to the TEACH Dispute Line in accordance with CR 4909 (per borrower)	1+	EA	\$8.75
E044	TEACH Grant Conversion - Email to the TEACH Dispute Email Box in accordance with CR 4909 (per borrower)	1+	EA	\$5.25
E045	TEACH Grant Conversion - Sequence Rebuild in accordance with CR 4909 (per borrower)	1+	EA	\$105.00
E046	TEACH Grant Conversion - Unconversion in accordance with CR 4904 (per borrower)	1+	EA	\$52.50
E047	TEACH Grant Conversion - Annual Certification Form in accordance with CR 4909 (per borrower)	1+	EA	\$9.33
E048	TEACH Grant Conversion - Dispute Submission in accordance with CR 4909 (per borrower)	1+	EA	\$9.92
E049	TEACH Grant Conversion - Dispute Response Letter in accordance with CR 4909 (per borrower)	1+	EA	\$11.67

(Attachment A)

CR 6477 - PSLF Interface for Electronic PSLF Form Submissions Phase I

Reason:

Currently, an estimated average of 2,000 PSLF applications are submitted on StudentAid.gov per day via the PSLF Help Tool. The application data and resulting PDF are stored in the COD System. To submit the application to the PSLF servicer for processing, the application must be downloaded by the user, signed by the user, and signed by the employer. The Borrower then mails, faxes, or uploads the PDF on the MOHELA Website (if MOHELA is the servicer) to submit the application to the PSLF Servicer.

FSA would like to provide borrowers the additional option to submit the PSLF application to the PSLF Servicer from StudentAid.gov when the borrower and employer e-sign the application. The data from the completed PSLF applications will be saved in COD and the application (borrower/employer) metadata will be sent to the PSLF Servicer electronically via SAIG if the employer is eligible.

Requirements:

PSLF Servicers (MOHELA):

1. The PSLF Servicer shall receive PSLF Application Data for electronically completed/signed PSLF Applications for eligible employers from COD via a new COD-PSLF Servicer Batch Interface.

1.1. The PSLF Servicer shall receive the PSLF Application Data File via SAIG.

NOTE: - The PSLF Application Data File shall be sent using Test Message Class PSLFTQOP.

The PSLF Application Data File shall be sent using Production Message Class PSLFPQOP

1.2. The PSLF Servicer shall receive the PSLF Application data in one file per day.

1.2.1. The file shall be received every day, excluding Sundays and federal holidays, between 10 PM and 2 AM EST on the calendar day following the logical processing day.

1.3. The PSLF Application Data File shall contain information related to the PSLF Application, which include:

1.3.1. - Document Information

1.3.2. - Summary Information

1.3.3. - Borrower Information

1.3.4. - Employer Information

1.3.5. - E-signature Information

1.4. The PSLF Servicer shall receive the following employer information at the Application Level:

1.4.1. - Multiple Employer Indicator - Multiple Employer Indicator field is defined as whether the PSLF Application has multiple employers or not to indicate potential additional employers for the borrower's PSLF application may follow.

1.4.2. - Number of Employers associated with the PSLF Application

1.4.2.1. Upon receipt of a record with a multi-employer indicator, and the employment is Full-Time, the PSLF Servicer shall process the form, certify employment and update qualifying payment counts accordingly.

1.4.2.1.1. The PSLF Servicer shall update their communications to inform the borrower that this employer certification is part of a multi-employer form submission.

1.4.2.2. Upon receipt of a record with a multi-employer indicator, and the employment is Part-Time, the PSLF Servicer shall not deny the record and inform the borrower of part-time qualifying employment and awaiting additional records of employment.

1.4.2.2.1. For applications that have been marked as Part-Time by the borrower but have employment greater than 30 hours, the PSLF Servicer shall treat their employment as Full-Time.

1.5. The PSLF Servicer shall send a receipt file to COD acknowledging that the COD PSLF Application Data File was successfully received.

1.5.1. The Receipt File shall only acknowledge the receipt of the file as a whole.

1.5.2. The Receipt File shall indicate that the servicer has received the file and is able to read it.

1.5.3. The Receipt File shall indicate how many records were successfully transferred.

2. The PSLF servicer shall use the new PSLF Application Data to update borrowers' periods of employment eligibility and

update qualifying payment counts as follows:

2.1. Eligible - mark employment period as eligible for PSLF and update qualifying payments.

2.2. Ineligible - mark employment periods as ineligible for PSLF and notify borrower of "Split Eligibility"

2.2.1. The PSLF Servicer shall create a new employer eligibility status of "Split Eligibility" to inform borrowers who have a period of employment that is eligible and ineligible.

2.2.2. The PSLF servicer shall create a new communication to inform borrowers of their Split Eligibility (Eligible and Ineligible employment periods).

2.3. Undetermined - create an email-to-case for FSA adjudication based on undetermined employment periods provided by COD. This will eliminate the manual look-up process in the COD PSLF Employer Database.

3. The PSLF Servicer shall create a new daily report to track PSLF Application Data Received and Processed. A sample report is attached, and at a minimum shall include the following specification:

3.1. Records received

3.2. Records processed successfully

3.3. Records Failed

3.3.1. The PSLF Servicer shall use the COD OMR Process to report failed records.

3.3.1.1. The PSLF Servicer shall re-process data resent from COD until it is processed successfully.

4. The PSLF Servicer shall update the borrower account portal to inform borrowers of their electronic PSLF Form submission data.

5. The PSLF servicer shall update all impacted procedures, workflows and training documents, borrower communications, call-scripts, websites, and FAQs.

6. The PSLF Servicer shall conduct IST with COD.

7. The PSLF Servicer shall adhere to the specifications provided in the COD Servicer Support Guide/Interface Control Documents (ICDs).

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Contracting Officer: Eddie Lowe, (202) 377-3714, Eddie.Lowe@ed.gov</p> <p>Primary Contracting Officer Representative: Andre Barbosa, 202-377-3332, Andre.Barbosa@ed.gov</p> <p>Alternate Contracting Officer Representative(s): Carmen Hines, 202-377-3516, carmen.hines@ed.gov</p> <p>Primary Technical Point of Contact: None</p> <p>Alternate Technical Point(s) of Contact: None</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 8	
2. AMENDMENT/MODIFICATION NUMBER 91003120F0331P00104		3. EFFECTIVE DATE JAN 02, 2024		4. REQUISITION/PURCHASE REQUISITION NUMBER EDOFSA-24-000203	
5. PROJECT NUMBER (If applicable)					
6. ISSUED BY US Department of Education FSA - Acquisitions, 830 First St NE - Suite 91F3 Washington DC 20202 Briana Debrew 202-377-4920 Briana.Debrew@ed.gov		CODE FSA-ACQ		7. ADMINISTERED BY (If other than Item 6) United States Department of Education Federal Student Aid/Mission Support Group 830 First St NE - Suite 91F3 Washington DC 20202	
				CODE FSA-FS2	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) MISSOURI HIGHER EDUCATION LOAN AUTHORITY 633 SPIRIT DR CHESTERFIELD MO 63005		UEI: N76QY63KMM18 Cage Code: 41YN3		(X)	
				9A. AMENDMENT OF SOLICITATION NUMBER	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NUMBER ED-FSA-11-D-0012/91003120F0331	
				10B. DATED (SEE ITEM 13)	
CODE 00032048		FACILITY CODE		DEC 30, 2019	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Modification Amount: \$169,401.46
Modification Obligated Amount: \$169,401.46

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.


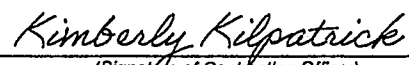
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <u>FAR 52.212-4 (c) - Contract Terms and Conditions - Commercial Items (Mar 2009) - TAILORED</u>
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Attachment Page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jennifer Farmer COO and Director of Federal Servicing Contracts farmerj@mohela.com. 636.578.8411		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly Kilpatrick, Contracting Officer 910-580-3656 Kimberly.Kilpatrick@ed.gov	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED Jan 05, 2024	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED JAN 05, 2024
 (Signature of person authorized to sign)		 (Signature of Contracting Officer)	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

The following Change Request (CR) 6841 - USDS - TEACH and PSLF Data Conversion Execution shall be incorporated into Contract Number ED-FSA-11-D-0012, Task Order 91003120F0331, under Line Item 5004.

CR ID	PRICE	Reason (Business Need)
6841	\$169,401.46	The Unified Servicing and Data Solution (USDS) is a new FSA project that seeks to provide long-term stability to the federal loan servicing environment through the award of multiple new loan servicing contracts.

The total obligated value of contract ED-FSA-11-D-0012 Task Order 91003120F0331 is increased by \$169,401.46 from \$643,127,503.14 to \$643,296,904.60.

CR 6841 - USDS - TEACH and PSLF Data Conversion Execution

Business Need:

The Unified Servicing and Data Solution (USDS) is a new FSA project that seeks to provide long-term stability to the federal loan servicing environment through the award of multiple new loan servicing contracts. The Contractor previously worked collaboratively with the FSA to determine the approach for moving the current legacy servicing process for specialty programs (TEACH, PSLF, and TPD) into the DCC and EDMAPS/NSLDS systems. A Specialty Program Subsystem (SPS) solution will be within DCC Tenant to support TEACH, PSLF, and TPD functionalities. The SPS solution will be implemented in two phases. SPS Phase 1, will deliver TEACH and high priority PSLF functionality. SPS Phase 2 will deliver lower priority PSLF functionality and full TPD functionality.

This Change Request is issued to implement the Data Migration solution that will be executed in Phase 1 of SPS to move PSLF and TEACH functionality into FSA managed systems. PSLF and TEACH data will be migrated into the Specialty Program Subsystem (SPS) solution from the legacy systems. TEACH data will be migrated from MOHELA, and PSLF data will be migrated from both COD and MOHELA. In addition to the migration of the structured data, the applicable PSLF DocuSign PDF applications stored in COD document storage will need to be migrated into EDMAPS Enterprise Document Storage through SPS-EDMAPS integration.

The TEACH and PSLF scanned images stored in MOHELA system will be migrated to the USDS solution in two phases, aligning to SPS Phase 1 and Phase 2. In SPS Phase 1, MOHELA will upload the scanned images and index file to designated AWS S3 file storage within DCC system boundary. In SPS Phase 2, the SPS contractor will move the scanned images from MOHELA to EDMAPS Enterprise Document Storage and link the documents to the applicant/applications migrated from MOHELA within SPS.

This Change Request covers the migration activities aligning to SPS Phase 1. A separate Change Request will be issued to the SPS Contractor to move the scanned images to EDMAPS Enterprise Document Storage.

Requirements:

1. MOHELA shall support the data migration effort to enable SPS Phase 1.
2. MOHELA shall provide PSLF and TEACH data extracts from the legacy system in the format adhering to the instructions that will be defined in the File Layout Requirements provided by the SPS Contractor. MOHELA and the SPS Contractor shall work together to agree on the final file layout requirements.
3. MOHELA shall upload the data extracts to the designated AWS S3 buckets provided by the SPS Contractor.
4. MOHELA shall provide the number of files, size of the files, and the number of records in each file for the SPS contractor to verify the received data matches what is expected from MOHELA. MOHELA shall provide this information for each iteration of the test and live production migrations.
5. MOHELA shall provide relevant operational reports generated at the time of data extract which represent the state of the system to the SPS Contractor. These reports will be used to support reconciliation of the data migration process.
6. MOHELA shall provide both production and testing data for SPS Contractor to test the Data Migration Process:
 - 6.1. MOHELA shall provide the testing data in agreed upon format by an agreed upon date.
 - 6.1.1. MOHELA shall ensure there is no real PII in the test data. If a process is used to obfuscate production data to meet this requirement, MOHELA shall maintain the integrity of primary keys and other relational aspects of the data. If for some reason the data cannot be masked, an FSA approved secure transmission mechanism will be employed.

- 6.1.2. MOHELA shall provide data that supports the scenarios required by the SPS contractor.
an agreed upon date.
- 6.3. MOHELA shall provide validation support during migration testing to mitigate the issues found in testing.
7. MOHELA shall provide the final extract for production migration in the agreed upon format on the date agreed by FSA: 7.1. System Freeze Date: An agreed upon date.
- 7.2. Final Extraction Date: No later than an agreed upon date.
8. MOHELA shall provide relevant functional and technical documentation to provide insights to the source data.
9. MOHELA shall support data cleanup to address the data rejected by the SPS migration solution due to violation of agreed upon File Layout and shall support research and resolution of data anomalies within the file that inhibit the successful data migration. This support may include creation of supplemental files or other supporting information.
10. MOHELA shall upload the following scanned images to the designated S3 bucket within DCC System boundary:
- 10.1. PSLF Related Documents. PSLF Related Document is defined as the documents associated to the MOHELA PSLF Application records stored on the EML2 table in MOHELA system.
 - 10.2. TEACH Certification - Approvals and Denials
 - 10.3. TEACH Suspension Requests - Approvals and Denials
 - 10.4. TEACH Suspension Ending Notification
 - 10.5. TEACH Discharges - Approvals and Denials
 - 10.6. TEACH Reinstatement Requests – Approvals and Denials
 - 10.7. TEACH Quarterly Interest Statements
 - 10.8. TEACH Welcome Letters
 - 10.9. TEACH New Disbursement Letters
 - 10.10. TEACH Disbursement Adjustment Letters
 - 10.11. TEACH Grant to Loan Conversions – Notifications, Approvals, and Denials
 - 10.12. TEACH Grant has been satisfied
 - 10.13. TEACH Annual Certification Reminders
 - 10.14. TEACH OMB forms for certifications & suspensions, and the paper form request to convert grant to loan.
11. MOHELA shall work with the SPS contractor to create index file layout that provides the metadata of the scanned images.
12. MOHELA shall upload the index file to the designated S3 bucket within DCC System boundary.
13. MOHELA shall send unprocessed paper applications to the Fulfillment Vendor (Maximus). This includes any unprocessed paper applications received before the processing freeze (backlog) and all paper applications received after the processing freeze.
- Fulfillment Vendor (Maximus) Requirements
- 1. Fulfillment Vendor shall process the any unprocessed paper applications sent by MOHELA upon SPS Phase 1 go-live.

COD Requirements

- 1. COD shall support the data migration effort to enable SPS Phase 1 go-live.
- 2. COD shall support migrating Employer Database and PSLF Applications from COD to SPS.
- 3. COD shall provide the source data in the format of Oracle database extract which adhere to the requirements that will be provided by the SPS Contractor. The extract shall contain the tables and records that are required for Employer Database and PSLF Applications migration:

 - 3.1. COD shall provide all records in the Employer Database tables.
 - 3.2. COD shall provide the PSLF Application database records stored in the COD system that meet any of the following criteria:

 - 3.2.1. PSLF Applications created after the COD DocuSign implementation (COD 22.0 March 2023) and are awaiting DocuSign signature from the Employer.
 - 3.2.2. PSLF Applications created after the COD DocuSign (COD 22.0 March 2023) implementation and are pending Adjudication.
 - 3.2.3. PSLF Applications were created after the COD DocuSign implementation (COD 22.0 March 2023) and the DocuSign signature was completed after MOHELA stopped accepting e-sign PSLF Applications from COD. FSA will finalize a date for MOHELA to stop receiving COD e-sign PSLF Application through a separate CR.

- 4. COD shall upload the data per the requirements provided by SPS Contractor.
- 5. COD shall upload the data extracts to the designated AWS S3 bucket provided by the SPS Contractor.
- 6. COD shall provide the number of tables and the number of records in each table included in the extract.
- 7. COD shall provide relevant operational reports generated at the time of data extract which represent the state

of the system to the SPS contractor. These reports will be used to support reconciliation of the data migration process.

8. COD shall provide both production and testing data for SPS Contractor to test the Data Migration Process: 8.1. COD shall provide the testing data in agreed upon format by November 21st, 2023. 8.1.1. COD shall ensure that there is no real PII in the testing data. If a process is used to obfuscate production data to meet this requirement, COD shall maintain the integrity of primary keys and other relational aspects of the data.

8.2. COD shall provide the full production extract in agreed upon format for migration testing by December 18th, 2023.

9. COD shall provide the final extract for production migration in agreed upon format by the SPS Phase 1 go-live date, June 9th, 2024. The exact date for final data extraction will be finalized in SPS Phase 1 go-live planning.

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10. COD shall provide relevant functional, technical documentation, and data dictionary to provide insights to the source data.

11. COD shall support data cleanup to address the data rejected by the SPS migration solution. SPS Contractor Requirements

The SPS Contractor shall develop a data and document migration solution to migrate and validate the necessary data of PSLF and TEACH specialty programs from the source systems to the target Specialty Processing Subsystem (SPS) solution within DCC.

Data Transfer from MOHELA

1. The SPS Contractor shall migrate the PSLF and TEACH specialty program data from MOHELA to SPS. The Appendix A details the functional groups of data that are applicable to each specialty program. The final scope of data that is required for SPS migration shall be documented in the Data Migration Planning document.

2. The SPS Contractor shall create File Layout Requirements to define the file layouts, expected volume, and the technical specifications of the data delivery method to enable data transfer from MOHELA. SPS contractor will work with MOHELA to agree on final file layout requirements.

3. The SPS Contractor shall create AWS S3 buckets within FSA Cloud system boundary to allow MOHELA to transfer the source data: 3.1. The SPS Contractor shall create separate AWS S3 buckets for testing data and production data.

3.2. The SPS Contractor shall create separate AWS S3 buckets for each specialty program type.

3.3. The SPS Contractor shall provide the credentials and support access requests to the AWS S3 buckets.

4. The SPS Contractor shall validate if the received data is adhering to File Layout Requirements to ensure the data quality is acceptable for systematic transformation.

5. The SPS Contractor shall create a Risk ticket in DCC JIRA system to log the source data that would be rejected due to violation to the File Layout Requirements throughout different stages of migration testing. The SPS Contractor shall escalate the Risks to FSA to inform the source system to address the invalid data.

6. The SPS Contractor shall work with MOHELA to define the validation criteria for data transfer, which shall include the following key aspects: 6.1. Number of files

6.2. Size of each file

6.3. Number of records in each file

7. The SPS Contractor shall validate the received data against the validation criteria for data transfer to ensure the received data matches what is expected from MOHELA.

8. The SPS Contractor shall develop file parsing solution and designated staging database to load the received data in the original format to prepare for data transformation.

9. The SPS Contractor shall retain data in the designated file storage and staging database until FSA authorizes its destruction. When authorized the SPS Contractor shall provide certification of its destruction.

10. The SPS Contractor shall provide operation support to retrieve the legacy data if needed.

11. The SPS Contractor shall create AWS S3 buckets within FSA Cloud system boundary to allow MOHELA to upload PSLF and TEACH related scanned image. The images will be temporary stored in DCC system boundary till SPS Phase 2 go-live.

12. The SPS Contractor shall create index file layout for MOHELA to send the metadata of the scanned images.

13. The SPS Contractor shall store in the index file data into SPS database. Data Transfer from COD
14. The SPS Contractor shall migrate the following data from COD to SPS: 14.1. The SPS Contractor shall migrate the entire Employer Eligibility Database
14.2. The SPS Contractor shall migrate PSLF DocuSign Applications that meet the any of following criteria: 14.2.1. PSLF Applications created after the COD DocuSign implementation (COD 22.0 March 2023) and are awaiting DocuSign signature from the Employer.
14.2.2. PSLF Applications created after the COD DocuSign (COD 22.0 March 2023) implementation and are pending Adjudication.
14.2.3. PSLF Applications created after the COD DocuSign implementation (COD 22.0 March 2023) and the DocuSign signature is completed after MOHELA stopped accepting e-sign PSLF Application from COD.

15. The SPS Contractor shall create requirement documentation detailing what tables and records are required for COD to produce the Oracle database extract of the required database tables and the underlying data.
16. The SPS Contractor shall create AWS S3 buckets within FSA Cloud system boundary for COD to provide the Oracle database extract. 16.1. The SPS Contractor shall create separate AWS S3 buckets for testing data and production data.
16.2. The SPS Contractor shall provide the credentials and support access request to the AWS S3 buckets.

17. The SPS Contractor shall work with COD to define the validation criteria for data transfer, which includes the following key aspects: 17.1. Number of tables included in the Oracle database extract.
17.2. Number of records in each table included in the Oracle database extract.

18. The SPS Contractor shall validate the received data against the validation criteria for data transfer to ensure the received data matches what is expected from COD.
19. The SPS Contractor shall create designated staging database to load the received Oracle database extract in the original format to prepare for data transformation.
20. The SPS contractor shall retain the data in the designated file storage and staging database until FSA authorizes its destruction. When authorized the SPS Contractor shall provide certification of its destruction.
21. The SPS Contractor shall provide operation support to retrieve the legacy data if needed. Data Conversion
22. The SPS Contractor shall create Data Mapping Requirements to document the mapping between source data and the target database tables and columns and the transformation logic.
23. The SPS Contractor shall develop data conversion solution to transform the data as described in the Data Mapping requirements to convert the source to the target database.
24. The SPS Contractor shall account for work-in-progress scenarios, documented in Appendix B, and convert the work-in- progress records to the appropriate SPS processing state.
25. The SPS Contractor shall identify the source records that would fail to be stored into the target data model due to data quality issue or not conforming to the SPS data model design. The SPS Contractor shall create Risk ticket in DCC JIRA system to document the finding and meet with FSA to mitigate the risk of data loss.

Data Conversion Validation

26. The SPS Contractor shall validate the number of records converted to the target SPS tables matches the expected output based on the data conversion transformation logic.
27. The SPS Contractor shall work with the source systems and FSA to define the validation criteria for data conversion: 27.1. The validation criteria for data conversion shall include counts of functional elements provided by the source system. The SPS Contractor shall work with the source systems to identify a list of mission critical functional elements that can be summed to allow for count-based validation.
27.2. The SPS Contractor shall work with the source systems to identify existing operational reports that can be used as count-based data conversion validation criteria.
27.3. The SPS Contractor shall produce Data Conversion Validation Approach document to specify the validations that will be executed throughout the Data Migration process.

28. The SPS Contractor shall validate the converted data against the agreed upon validation criteria and provide the validation results to FSA during: 28.1. Migration Testing with Production Data
28.2. Production Migration

29. The SPS Contractor shall produce validation reports to present the validation results for the test migration

with production data and the production migration.

30. The SPS Contractor shall support FSA oversight of validating the migration results in production including support for inquiries and resolution of issues identified by FSA.

Person Master Data Management (pMDM) Sync

31. The SPS Contractor shall integrate with pMDM to find the pMDM IDs for the person records migrated to SPS:

31.1. The SPS Contractor shall use existing pMDM webservice to retrieve pMDM ID for the person records converted to SPS.

31.2. The SPS Contractor shall match the SPS person record with the pMDM record to store the pMDM ID for the person record.

31.3. The SPS Contractor shall migrate a person record to SPS regardless of whether that person have a matching pMDM ID or not.

31.4. The SPS Contractor shall work with FSA to come up with a plan to account for SPS person records that do not have a matching pMDM record and address it through SPS requirements/designs impacts.

COD PSLF Application PDF Migration

32. The SPS Contractor shall work with COD to migrate the PDF PSLF Application documents to the EDMAPS Document Repository: 32.1. The SPS Contractor shall migrate the PDF PSLF Application documents for the PSLF Application database records that will be migrated from COD to SPS, which are: 32.1.1. PSLF Applications created after the COD DocuSign implementation (COD 22.0 March 2023) and are awaiting DocuSign signature from the Employer.

32.1.2. PSLF Applications created after the COD DocuSign (COD 22.0 March 2023) implementation and are pending Adjudication.

32.1.3. PSLF Applications created after the COD DocuSign implementation (COD 22.0 March 2023) and the DocuSign signature was completed after MOHELA stopped accepting e-sign PSLF Applications from COD.

32.2. The SPS Contractor shall define the methodology to securely access the documents in COD to migrate them to the EDMAPS Document Repository.

32.3. The SPS Contractor shall integrate with EDMAPS Document Repository interface to send the documents.

32.4. The SPS Contractor shall store the references of the documents in SPS and link them to the PSLF application records converted from COD.

Data Migration Testing

33. The SPS Contractor shall perform the following testing for Data Migration: 33.1. Component Testing to ensure the data migration framework is robust and able to move the source data to the target solution. 33.1.1. The SPS Contractor shall execute initial round of testing with mockup data before testing the data provided by the source system.

33.1.2. The SPS Contractor shall complete another round of testing with test data provided by the source systems.

33.2. Performance Testing to ensure the migration solution is scalable and can handle production data volume.

33.3. Functional and Integration Testing to ensure the converted data is functionally compatible with the new solution. This test will be performed with the testing data provided the source systems.

33.4. Dress Rehearsals to simulate the migration process in a production-like environment to identify and address any potential issues before the actual production migration occurs. This test will be performed with production data provided by the source systems. The SPS Contractor shall implement and enforce proper security protocols to enable testing with production data.

33.5. The SPS Contractor shall obtain the required security and business authorization to copy production data (e.g., including PII) into a non-production environment to perform testing and validation activities. The SPS Contractor shall securely delete the production data after testing and validation activities are complete and there is no further need for the data.

34. The SPS Contractor shall use the data provided the source system to perform the data migration testing.

35. The SPS Contractor shall create a detailed Hour by Hour (HxH) plan that articulates the timing and coordination of all data migration and related cutover activities including responsibilities, status updates and issue escalation protocols required of the SPS Contractor, MOHELA, COD and FSA.

Interface Cutover

36. The SPS Contractor shall work with FSA and other impacted systems to coordinate interfaces cutover to account for the period between MOHELA's March 2024 system freeze date and SPS Phase 1 go-live date.

Appendix C contains a list of TEACH program and PSLF program interfaces that send or receive data from

MOHELA.

37. The SPS Contractor shall plan to process catchup files for the interfaces that will be continued in SPS after system go- live.

All other terms and conditions remain unchanged.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5004	<p>Contracting Officer: Kimberly Kilpatrick, 910-580-3656, Kimberly.Kilpatrick@ed.gov</p> <p>Primary Contracting Officer Representative: Andre Barbosa, 202-377-3332, Andre.Barbosa@ed.gov</p> <p>Alternate Contracting Officer Representative(s): Carmen Hines, 202-377-3516, carmen.hines@ed.gov Patrice Washington, (202) 377-3845, Patrice.Washington@ed.gov</p> <p>Property Administrator Point of Contact: None</p> <p>Primary Technical Point of Contact: None</p> <p>Alternate Technical Point(s) of Contact: None</p> <p>(New Line Item) Budget Initiative: Unified Servicing and Data Solution Implementation</p> <p>To provide funding for CR 6841 - USDS - TEACH and PSLF Data Conversion Execution</p> <p>Accounting and Appropriation Data: 0202M2024.B.2024.EN400000.6V4.2572A.ZDK.000.0000.000000 \$169,401.46 PR NUMBER: EDOFSA-24-000203</p>	1.00	SE	169,401.46	169,401.46